

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 16, 2016**

AGENDA

- | | |
|-------|--|
| 9:30 | Presentations |
| 10:00 | Report on General Assembly Activities |
| 10:10 | County Executive's Presentation of the Proposed FY 2017 and FY 2018 Multi-Year Budget Plan |
| 11:10 | Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups |
| 11:20 | Items Presented by the County Executive |

**ADMINISTRATIVE
ITEMS**

- | | |
|---|---|
| 1 | Additional Time to Commence Construction for Special Exception SE 2013-LE-014, Hajimohammad Revocable Trust (Lee District) |
| 2 | Authorization to Advertise a Public Hearing to Adopt an Ordinance that Would Allow 16 and 17 year Old Students to Participate in the Training Required to be Certified under National Fire Protection Association 1001, Level One, Firefighter Standards, as Administered by the Virginia Department of Fire Programs |
| 3 | Authorization for the Fairfax County Fire and Rescue Department to Apply for and Accept Grant Funding from the U.S. Department of Homeland Security, Fire Prevention & Safety (FP&S) Grant Program |
| 4 | Authorization to Advertise a Public Hearing on the Proposed Consolidated Plan One-Year Action Plan for FY 2017 |
| 5 | Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Langley Residential Permit Parking District, District 20 (Dranesville District) |

ACTION ITEMS

- | | |
|---|---|
| 1 | Approval of a Resolution to Authorize the Refunding of Fairfax County Sewer Revenue Bonds |
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**FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 16, 2016**

**ACTION ITEMS
(Continued)**

- | | |
|---|---|
| 2 | Approval of a Resolution Authorizing Execution of a Project Funding Agreement with the Town of Vienna for the Design of Pedestrian Enhancement Improvements along Creek Crossing Road (Hunter Mill District) |
| 3 | Board Approval of a Resolution Requesting the Fairfax County Economic Development Authority (EDA) Issue Transportation Improvement District Revenue Refunding Bonds (Silver Line Phase 1 Project) and Other Necessary Documents |
| 4 | Approval of an Amended Agreement Between the Town of Vienna and Fairfax County to Design and Construct a Stream Restoration Project on Hunters Branch Stream (Hunter Mill District) |

**INFORMATION
ITEMS**

- | | |
|-------|--|
| 1 | 2015 Virginia Pollutant Discharge Elimination System Permit Annual Report for Fairfax County, Virginia |
| 2 | Contract Award – Professional Auditing Services |
| 11:30 | Matters Presented by Board Members |
| 12:20 | Closed Session |

PUBLIC HEARINGS

- | | |
|------|---|
| 3:30 | Decision Only to Approve a Real Estate Exchange Agreement Between the Board of Supervisors and AvalonBay Communities, Inc. ("AvalonBay") and to Approve the Purchase of Property from 5827 Columbia Pike Associates, LLC, an Affiliate of Landmark Atlantic, Inc. ("Landmark") (Mason District) |
| 3:30 | Decision Only on SE 2015-MV-003 (First Years Learning Center LLC / Claudia Tramontana) (Mount Vernon District) |
| 3:30 | Public Hearing on SE 2014-PR-018 (Beyer 1 Limited Liability Company) (Providence District) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 16, 2016**

**PUBLIC HEARINGS
(Continued)**

3:30		Public Hearing on RZ 2015-PR-016 (Beyer 1 Limited Liability Company) (Providence District)
3:30	To be deferred	Public Hearing on SE 2015-SP-023 (Cellco Partnership D/B/A Verizon Wireless; Little League Inc. Fairfax) (Springfield District)
3:30		Public Hearing on SE 2015-DR-028 (Metropolitan Washington Airports Authority (MWAA) and the Virginia Department of Rail and Public Transportation on Behalf of the Washington Metropolitan Area Transit Authority and the Board of Supervisor of Fairfax County, Virginia) (Dranesville District)
3:30	To be deferred	Public Hearing on PCA 2011-PR-023/CDPA 2011-PR-023 (Cityline Partners LLC) (Providence District)
3:30		Public Hearing on PCA 2009-HM-017 (Fairfax County Board of Supervisors) (Dranesville District)
4:00		Public Hearing on SE 2015-SU-014 (Debra E. Goodman T/A Wee Tender Care) (Sully District)
4:00		Public Hearing on PCA 78-P-130-02/CDPA 78-P-130-03 (Copt Fairview, LLC) (Providence District)
4:00		Public Comment



Fairfax County, Virginia
BOARD OF SUPERVISORS
AGENDA

Tuesday
February 16, 2016

9:30 a.m.

PRESENTATIONS

RECOGNITIONS

- CERTIFICATE – To recognize Autumn Brenner for her athletic, community and scholastic achievements. Requested by Supervisor Foust.
- CERTIFICATE – To recognize Johna Gagnon for her years of service on the Northern Virginia Soil and Water Conservation District Board. Requested by Supervisor McKay.

DESIGNATIONS

- PROCLAMATION – To designate February 2016 as Teen Dating Violence Awareness Month in Fairfax County. Requested by Chairman Bulova.

STAFF:

Tony Castrilli, Director, Office of Public Affairs
Bill Miller, Office of Public Affairs

Board Agenda Item
February 16, 2016

10:00 a.m.

Report on General Assembly Activities

ENCLOSED DOCUMENTS:

None. Materials to be distributed to the Board of Supervisors on February 16, 2016

PRESENTED BY:

Supervisor Jeff McKay, Chairman, Board of Supervisors' Legislative Committee
Edward L. Long Jr., County Executive

Board Agenda Item
February 16, 2016

10:10 a.m.

County Executive's Presentation of the Proposed FY 2017 and FY 2018 Multi-Year
Budget Plan

ENCLOSED DOCUMENTS:

None. Materials to be distributed on February 16, 2016.

PRESENTED BY:

Edward L. Long Jr., County Executive

Board Agenda Item
February 16, 2016

11:10 a.m.

Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard February 16, 2016
(An updated list will be distributed at the Board meeting.)

STAFF:

Catherine A. Chianese, Assistant County Executive and Clerk to the Board of Supervisors

February 16, 2016

NOTE: A revised list will be distributed immediately prior to the Board meeting.

APPOINTMENTS TO BE HEARD FEBRUARY 16, 2016
(ENCOMPASSING VACANCIES PROJECTED THROUGH FEBRUARY 29, 2016)
(Unless otherwise noted, members are eligible for reappointment)

A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE
(1 year)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Eileen J. Garnett (Appointed 1/03-1/15 by Gross) Term exp. 1/16	Mason District Representative		Gross	Mason
VACANT (Formerly held by Charles T. Coyle; appointed 2/13-6/14 by Hyland) Term exp. 1/15 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
Ernestine Heastie (Appointed 2/04-1/15 by Smyth) Term exp. 1/16	Providence District Representative		Smyth	Providence
VACANT (Formerly held by John Shughrue; appointed 1/93-1/03) Term exp. 1/04 <i>Resigned</i>	Sully District Representative		Smith	Sully

ADVISORY SOCIAL SERVICES BOARD
(4 years – limited to 2 full consecutive terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Elizabeth D'Alelio; appointed 12/09-9/13 by Cook) Term exp. 9/17 <i>Resigned</i>	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Margaret Osborne; appointed 12/14 by McKay) Term exp. 9/16 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by Sydney Stakley; appointed 6/07-9/13 by Smyth) Term exp. 9/17 <i>Resigned</i>	Providence District Representative	Francine Ronis	Smyth	Providence

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Arthur R. Genuario; appointed 4/96-5/12 by Hyland) Term exp. 9/13 <i>Resigned</i>	Builder (Single Family) Representative		By Any Supervisor	At-Large

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AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Joshua D. Foley (Appointed 2/13 by Cook) Term exp. 1/16	Braddock District Representative		Cook	Braddock
Francine De. Ferreire Kemp (Appointed 1/13 by Foust) Term exp. 1/16	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Brian Elson; appointed 7/13-1/15 by Hyland) Term exp. 1/18 <i>Resigned</i>	Mount Vernon District Business Representative		Storck	Mount Vernon
VACANT (Formerly held by Robert A. Peter; appointed 2/09-1/13 by Smyth) Term exp. 1/16 <i>Resigned</i>	Providence District Representative		Smyth	Providence

CONFIRMATION NEEDED:

- Ms. Karen Keys-Gamarra as the Planning Commission Representative

ANIMAL SERVICES ADVISORY COMMISSION (2 years)

[Note: In addition to attendance at Commission meetings, members shall volunteer at least 24 hours per year in some capacity for the Animal Services Division.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Philip S. Church (Appointed 6/01-2/02 by Hanley; 2/04-2/08 by Connolly; 2/10- 2/14 by Bulova) Term exp. 2/16	At-Large Chairman's Representative		Bulova	At-Large Chairman's
Linda L. Bartlett (Appointed 3/10-2/14 by Cook) Term exp. 2/16	Braddock District Representative		Cook	Braddock
Diane D'Arcy (Appointed 3/08-3/14 by Foust) Term exp. 2/16	Dranesville District Representative		Foust	Dranesville
Lucinda Stewart (Appointed 9/06- 2/14 by Hudgins) Term exp. 2/16	Hunter Mill District Representative		Hudgins	Hunter Mill
Larry A. Jackson (Appointed 2/10-2/14 by McKay) Term exp. 2/16	Lee District Representative		McKay	Lee
VACANT (Formerly held by Barbara Hyde; appointed 9/13-9/14 by Gross) Term exp. 2/16 <i>Resigned</i>	Mason District Representative		Gross	Mason
Gina Marie Lynch (Appointed 11/97- 3/14 by Hyland) Term exp. 2/16	Mount Vernon District Representative		Storck	Mount Vernon

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ANIMAL SERVICES ADVISORY COMMISSION (2 years)
continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Allison Volpert (Appointed 1/05-2/14 by Smyth) Term exp. 2/16	Providence District Representative		Smyth	Providence
Harley Methfessel (Appointed 2/12-2/14 by Herrity) Term exp. 2/16	Springfield District Representative		Herrity	Springfield
Robin Kasten- Daryanani (Appointed 8/04-2/14 by Frey) Term exp. 2/16	Sully District Representative		Smith	Sully

ARCHITECTURAL REVIEW BOARD (3 years)

[NOTE: Members shall be appointed by the Board of Supervisors as follows: at least two (2) members shall be certified architects; one (1) landscape architect authorized to practice in Virginia; one (1) lawyer with membership in the Virginia Bar; six (6) other members shall be drawn from the ranks of related professional groups such as archaeologists, historians, lawyers, and real estate brokers.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Susan W. Notkins (Appointed 11/96- 9/03 by Hanley; 9/06 by Connolly; 10/09- 10/12 by Bulova) Term exp. 9/15 <i>Architect</i>	Related Professional Group #3 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Terry Adams (Appointed 11/11-7/13 by Gross) Term exp. 6/15	Mason District Alternate Representative		Gross	Mason
VACANT (Formerly held by David Lacey; appointed 2/99-3/15 by Frey) Term exp. 3/17 <i>Resigned</i>	Sully District Principal Representative		Smith	Sully

AUDIT COMMITTEE (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Christopher Wade (Appointed 1/12-1/14 by Bulova) Term exp. 1/16	At-Large #1 Representative		By Any Supervisor	At-Large
Michael J. Hershman (Appointed 1/96-1/02 by Hanley; 1/04-1/08 by Connolly; 1/10- 1/14 by Bulova) Term exp. 1/16	At-Large #2 Representative		By Any Supervisor	At-Large

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4 years)

(No official, technical assistant, inspector or other employee of the DPWES, DPZ, or FR shall serve as a member of the board.)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
John B. Scott (Appointed 2/08-2/11 by Frey) Term exp. 2/15	Alternate #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Susan Kim Harris; appointed 5/09-2/11 by Hudgins) Term exp. 2/15 <i>Resigned</i>	Alternate #4 Representative		By Any Supervisor	At-Large
J. Christopher Fox (Appointed 6/93-3/12 by Gross) Term exp. 2/16	Design Professional #5 Representative		By Any Supervisor	At-Large

**CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS
(2 years – limited to 3 consecutive terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jill Patrick (Appointed 9/09-9/14 by Gross) Term exp. 9/15 <i>Not eligible for reappointment</i>	At-Large #3 Representative		By Any Supervisor	At-Large

**CHESAPEAKE BAY PRESERVATION ORDINANCE
EXCEPTION REVIEW COMMITTEE (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Stephen Kirby; appointed 12/03-1/08 by Kauffman; 9/11 by McKay) Term exp. 9/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by Brian Loo; appointed 7/12 by Smyth) Term exp. 9/15 <i>Resigned</i>	Providence District Representative		Smyth	Providence
VACANT (Formerly held by Kanthan Siva; appointed 1/13 by Frey) Term exp. 9/15 <i>Resigned</i>	Sully District Representative	Chris Koerner	Smith	Sully

CHILD CARE ADVISORY COUNCIL (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Pamela Nilsen; appointed 6/13-9/13 by McKay) Term exp. 9/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by Eric Rardin; appointed 4/13 by Hyland) Term exp. 9/15 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

**CITIZEN CORPS COUNCIL, FAIRFAX COUNTY
(2 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Andrew Levy; appointed 10/09-5/14 by Bulova) Term exp. 5/16 <i>Resigned</i>	At-Large Chairman's Representative		Bulova	At-Large Chairman's

CIVIL SERVICE COMMISSION (2 years)

[NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a member of a minority group.]

Current Membership: Males - 9 Females – 3 Minorities: 5

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Audrey F. Morton; appointed 2/94 by Davis; 11/97-12/13 by Frey) Term exp. 12/15 <i>Resigned</i>	At-Large #1 Representative	Nancy Rice	By Any Supervisor	At-Large
VACANT (Formerly held by Robert E. Frye, Sr.; appointed 1/05-1/08 by Connolly; 12/09-11/13 by Bulova) Term exp. 12/15 <i>Resigned</i>	At-Large #5 Representative		By Any Supervisor	At-Large
Patrick Morrison (Appointed 10/05-11/13 by Bulova) Term exp. 12/15	At-Large #7 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Julia Boone; appointed 2/13 by Hudgins) Term exp. 10/15 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

COMMISSION ON AGING (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Denton Urban Kent; Appointed 9/14 by Gross) Term exp. 5/16 <i>Resigned</i>	Mason District Representative		Gross	Mason

**COMMISSION ON ORGAN AND TISSUE DONATION AND TRANSPLANTATION
(4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Charles Dane; appointed 7/02-1/06 by Bulova; 1/10-1/14 by Cook) Term exp. 1/18 <i>Deceased</i>	Braddock District Representative		Cook	Braddock
Karl J. Simon (Appointed 1/97 by Dix; 1/00-1/12 by Hudgins) Term exp. 1/16	Hunter Mill District Representative		Hudgins	Hunter Mill

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COMMISSION ON ORGAN AND TISSUE DONATION AND TRANSPLANTATION
(4 years)
continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Benjamin Gibson; appointed 4/11 by McKay) Term exp. 1/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by Carmen A. Cintron; appointed 2/13 by Hyland) Term exp. 1/15 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by William Stephens; appointed 9/02-1/03 by McConnell; 1/07-1/11 by Herrity) Term exp. 1/15 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield
Dorothy O'Rourke (Appointed 10/06-1/12 by Frey) Term exp. 1/16	Sully District Representative	Dorothy O'Rourke	Smith	Sully

COMMUNITY ACTION ADVISORY BOARD (CAAB)
(3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Gregory W. Packer (Appointed 9/10-2/13 by Hyland) Term exp. 2/16	Mount Vernon District Representative		Storck	Mount Vernon
Linda W. Thomas (Appointed 7/12-2/13 by Smyth) Term exp. 2/16	Providence District Representative		Smyth	Providence
VACANT (Formerly held by Jay Hilbert; appointed 7/12-2/13 by Frey) Term exp. 2/15 <i>Resigned</i>	Sully District Representative		Smith	Sully

CONSUMER PROTECTION COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jason M. Chung; appointed 2/13 by Frey) Term exp. 7/15 <i>Resigned</i>	Fairfax County Resident #7 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Leah Durant; appointed 6/13 by Herrity) Term exp. 7/15 <i>Resigned</i>	Fairfax County Resident #12 Representative		By Any Supervisor	At-Large

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Justin Fairfax; appointed 1/13-2/15 by Gross) Term exp. 2/18 <i>Resigned</i>	Mason District Representative		Gross	Mason
VACANT (Formerly held by Joseph A. Jay, appointed 11/06 by McConnell; 9/09-9/12 by Herrity) Term exp. 8/15 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Janice Shafer; appointed 9/14 by Frey) Term exp. 4/16 <i>Resigned</i>	Sully District Representative		Smith	Sully

ECONOMIC ADVISORY COMMISSION (3 years)

CONFIRMATION NEEDED:

- Ms. Janyce N. Hedetniemi as Planning Commission Representative

ENGINEERING STANDARDS REVIEW COMMITTEE (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by James M. Dougherty; appointed 9/10-3/12 by Smyth) Term exp. 3/15 <i>Resigned</i>	Citizen #2 Representative		By Any Supervisor	At-Large

CONFIRMATIONS NEEDED:

- Mr. Robert Meredith as the League of Women Voters Representative
- Mr. Michael S. Kitchen as the NAIOP Representative

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert A. Robbins (Appointed 12/13 by Smyth) Term exp. 1/16	Providence District Representative		Smyth	Providence

FAIRFAX AREA DISABILITY SERVICES BOARD**(3 years- limited to 2 full consecutive terms per MOU, after initial term)**

[NOTE: Persons may be reappointed after being off for 3 years. State Code requires that membership in the local disabilities board include at least 30 percent representation by individuals with physical, visual or hearing disabilities or their family members. For this 15-member board, the minimum number of representation would be 5.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Petra Osborne; appointed 5/12 by Bulova) Term exp. 11/15 <i>Resigned</i>	At-Large Fairfax County Representative		By Any Supervisor	At-Large
Tapan Banerjee (Appointed 2/07- 11/12 by Foust) Term exp. 11/15	Dranesville District Representative		Foust	Dranesville
Michele Hymer Blitz (Appointed 6/06- 11/12 by Hudgins) Term exp. 11/15	Hunter Mill District Representative		Hudgins	Hunter Mill
Jacqueline Browne (Appointed 9/08- 12/11 by Gross) Term exp. 11/14	Mason District Representative		Gross	Mason
VACANT (Formerly held by Kelly Greenwood; appointed 4/09-11/13 by Hyland) Term exp. 11/16 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Ann Pimley; appointed 9/03-11/6 by Frey) Term exp. 11/09 <i>Resigned</i>	Sully District Representative		Smith	Sully

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD**(3 years – limited to 3 full terms)**

[NOTE: In accordance with *Virginia Code* Section 37.2-502, "**prior to making any appointment, the appointing authority shall disclose and make available to the public the names of those persons being considered for appointment.**" The appointing authority shall also make information on the candidates available to the public, if such information is available to the appointing authority." **Members can be reappointed after 3 year break from initial 3 full terms. VA Code 37.2-502]**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Pamela Barrett (Appointed 9/09-6/12 by Bulova) Term exp. 6/15	At-Large #1 Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Susan Beeman; appointed 9/06-9/13 by Gross) Term exp. 6/16 <i>Resigned</i>	Mason District Representative		Gross	Mason

HEALTH CARE ADVISORY BOARD (4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Judith Beattie; appointed 6/96-9/12 by Frey) Term exp. 6/16 <i>Resigned</i>	Sully District Representative		Smith	Sully

HEALTH SYSTEMS AGENCY BOARD
(3 years - limited to 2 full terms, may be reappointed after 1 year lapse)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Sally Patterson (Appointed 7/12 by Bulova) Term exp. 6/15 <i>Not eligible for reappointment</i> (need 1 year lapse)	Consumer #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Carol Ann Coryell; appointed 6/05-6/08 by Frey) Term exp. 6/11 <i>Resigned</i>	Consumer #6 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3 years)

[NOTE: The Commission shall include at least one member who is a resident from each supervisor district.] Current Membership:

Braddock - 3	Lee - 2	Providence - 1
Dranesville - 2	Mason - 2	Springfield - 2
Hunter Mill - 3	Mt. Vernon - 3	Sully - 2

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Sallie Lyons (Appointed 3/05- 12/12 by Hyland) Term exp. 12/15 <i>Mt. Vernon District</i>	Citizen #2 Representative		By Any Supervisor	At-Large

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HISTORY COMMISSION (3 years)
 continued

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jack Hiller; appointed 3/81-12/82 by Travesky; 11/85 by Herrity; 12/88-12/06 by McConnell; 12/09-1/16 by Herrity) Term exp. 12/18 <i>Deceased</i>	Citizen #7 Representative		By Any Supervisor	At-Large
Michael Irwin (Appointed 12/05-12/06 by Connolly; 1/10-11/12 by Smyth) Term exp. 12/15 <i>Providence District</i>	Citizen #8 Representative		By Any Supervisor	At-Large
Anne M. Barnes (Appointed 9/03-12/12 by Hyland) Term exp. 12/15 <i>Mt. Vernon District</i>	Citizen/Minority Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Amy Sanborn Owen (Appointed 5/09-9/12 by Cook) Term exp. 9/15	At-Large #10 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4 years)				
<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Myra Herbert; appointed 7/10-7/12 by Bulova) Term exp. 7/16 <i>Resigned</i>	At-Large #2 Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Mark K. Deal; appointed 11/11-7/13 by Gross) Term exp. 7/17 <i>Resigned</i>	Mason District #2 Representative		Gross	Mason
VACANT (Formerly held by Robert Gaudian; appointed 6/04-11/04 by McConnell; 11/08-11/12 by Herrity) Term exp. 11/16 <i>Resigned</i>	Springfield District #2 Representative		Herrity	Springfield
VACANT (Formerly held by Carol Hawn; appointed 9/07-6/15 by Frey) Term exp. 7/19 <i>Resigned</i>	Sully District #2 Representative	Audrey F. Morton	Smith	Sully

**INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC)
(3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by John K. Kidwell; appointed 7/12- 11/16 by Frey) Term exp. 12/16 <i>Resigned</i>	Sully District Representative	Dennis Carlton	Smith	Sully

**JUVENILE AND DOMESTIC RELATIONS COURT CITIZENS ADVISORY
COUNCIL (2 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Debra Kathman (Appointed 3/15 by Cook) Term exp. 1/16	Braddock District Representative		Cook	Braddock
Robert J. Marro (Appointed 4/08- 1/14 by Foust) Term exp. 1/16	Dranesville District Representative		Foust	Dranesville
Brian Murray (Appointed 3/08- 1/14 by McKay) Term exp. 1/16	Lee District Representative		McKay	Lee
Michael J. Beattie (Appointed 7/11- 1/14 by Smyth) Term exp. 1/16	Providence District Representative		Smyth	Providence

LIBRARY BOARD
(4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Donald F. Heinrichs; appointed 6/12-7/13 by Hyland) Term exp. 7/17 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Joseph Sirh; appointed 9/92-6/05 by McConnell; 6/09-6/13 by Herrity) Term exp. 6/17 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY
(4 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
John W. Foust (Appointed 1/12 by Supervisor Smyth) Term exp. 1/16	A District Supervisor Representative	John W. Foust (Smyth)	By Any Supervisor	At-Large
Gary Hurst (appointed 1//10-1/12 by Smyth) Term exp. 1/16	Developer Representative	Gary Hurst (Smyth)	By Any Supervisor	At-Large

OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 <i>Resigned</i>	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Richard Nilsen; appointed 3/10-6/10 by McKay) Term exp. 6/13 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by Jeffrey Levy; Appointed 7/02-6/13 by Hyland) Term exp. 6/16 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by Smyth) Term exp. 6/14 <i>Resigned</i>	Providence District Representative		Smyth	Providence

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Craig Dyson; appointed 1/06-11/13 by Hyland) Term exp. 12/17 <i>Resigned</i>	Citizen At-Large Representative		By Any Supervisor	At-Large

ROAD VIEWERS BOARD (1 year)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Joseph Bunnell; appointed 9/05-12/06 by McConnell; 2/08- 11/13 by Herrity) Term exp. 12/14 <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by Smyth) Term exp. 12/12 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large
Micah D. Himmel (Appointed 12/11-1/15 by Smyth) Term exp. 12/15	At-Large #5 Representative		By Any Supervisor	At-Large

<p align="center">SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)</p>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Tracey Wood (Appointed 6/13 by Bulova) Term exp. 12/15	At-Large #3 Representative		By Any Supervisor	At-Large

<p align="center">SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)</p>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Robert Dim; appointed 3/05-3/12 by Hudgins) Term exp. 3/14 <i>Resigned</i>	Fairfax County #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Cleveland Williams; appointed 12/11-3/13 by Hudgins) Term exp. 3/15 <i>Resigned</i>	Fairfax County #7 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Diamond; appointed 3/07-4/13 by Hudgins) Term exp. 3/15 <i>Resigned</i>	Fairfax County #8 Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Sally D. Liff; appointed 8/04-1/11 by Smyth) Term exp. 1/14 <i>Deceased</i>	Condo Owner Representative		By Any Supervisor	At-Large
Karen Geier-Smith (Appointed 6/06-12/12 by Bulova) Term exp. 12/15	Landlord Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Evelyn McRae; appointed 6/98-8/01 by Hanley; 12/04-1/08 by Connolly; 4/11 by Bulova) Term exp. 1/14 <i>Resigned</i>	Tenant Member #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Kevin Denton; appointed 4/10&1/11 by Smyth) Term exp. 1/14 <i>Resigned</i>	Tenant Member #3 Representative		By Any Supervisor	At-Large

TRAILS AND SIDEWALKS COMMITTEE (2 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Kenneth Comer (Appointed 2/12-2/14 by Bulova) Term exp. 1/16	At-Large Chairman's Representative		Bulova	At-Large Chairman's
Thomas F. Kennedy (Appointed 6/09-1/14 by Cook) Term exp. 1/16	Braddock District Representative		Cook	Braddock
Robert Michie (Appointed 1/02-1/08 by Kauffman; 1/10- 1/14 by McKay) Term exp. 1/16	Lee District Representative		McKay	Lee
Roger A. Wilson (Appointed 3/14 by Smyth) Term exp. 1/16	Providence District Representative		Smyth	Providence
Alan G. Young (Appointed 3/12-1/14 by Herrity) Term exp. 1/16	Springfield District Representative		Herrity	Springfield
Paul Kent (Appointed 1/10-1/14 by Frey) Term exp. 1/16	Sully District Representative		Smith	Sully

TREE COMMISSION (3 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Scott J. Pearson; appointed 3/11-10/13 by Gross) Term exp. 10/16 <i>Resigned</i>	Mason District Representative		Gross	Mason
VACANT (Formerly held by Dean Dastvar; appointed 11/13 by Herrity) Term exp. 10/16 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by James Schoonmaker; appointed 9/12-6/13 by Frey) Term exp. 6/16 <i>Resigned</i>	Sully District Representative	Karen Campblin	Smith	Sully

TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (2 years)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michael Bogasky; appointed 2/13 by Smyth) Term exp. 2/15 <i>Resigned</i>	Residential Owners and HOA/Civic Association Representative #1		Smyth	Providence

UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Daniel Duncan; appointed 10/13 by Bulova) Term exp. 10/17 <i>Resigned</i>	Citizen appointed by BOS #2 Representative		By Any Supervisor	At-Large

WETLANDS BOARD (5 years)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Elizabeth Martin (Appointed 11/09 by Gross) Term exp. 12/13	At-Large #1 Representative		By Any Supervisor	At-Large
Anita Van Breda (Appointed 12/13 by Bulova) Term exp. 12/15	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Gavin Carter; appointed 1/13-11/14 by Hyland) Term exp. 12/19 <i>Resigned</i>	Mount Vernon District #3 Representative		Storck	Mount Vernon

Board Agenda Item
February 16, 2016

11:20 a.m.

Items Presented by the County Executive

Board Agenda Item
February 16, 2016

ADMINISTRATIVE - 1

Additional Time to Commence Construction for Special Exception SE 2013-LE-014,
Hajimohammad Revocable Trust (Lee District)

ISSUE:

Board consideration of additional time to commence construction for SE 2013-LE-014, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve twelve (12) months additional time for SE 2013-LE-014 to November 13, 2016.

TIMING:

Routine.

BACKGROUND:

Under Sect. 9-015 of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

On May 13, 2014, the Board of Supervisors approved SE 2013-LE-014, subject to development conditions. The application was filed in the name Hajimohammad Revocable Trust for the purpose of permitting a vehicle sales, rental and ancillary service establishment within the C-6 zoning district for property located at 5630 South Van Dorn Street, Tax Map 81-2 ((3)) 8A (see Locator Map in Attachment 1). SE 2013-LE-014 was submitted in response to the issuance of a Notice of Violation for the operation of a vehicle sales establishment without a valid special exception. The vehicle sales, rental and ancillary service establishment, a Category 5 Commercial and Industrial Use of Special Impact, is permitted pursuant to Section 4-604 4.U. and is subject to the use limitations of Section 9-518 of the Zoning Ordinance. SE 2013-LE-014 was approved with a condition that the use be established or construction commenced and diligently prosecuted within eighteen (18) months of the approval date unless the Board grants

Board Agenda Item
February 16, 2016

additional time. The development conditions for SE 2013-LE-014 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On October 30, 2015, the Department of Planning and Zoning (DPZ) received a letter dated October 27, 2015, from Lynne J. Strobel, agent for the Applicant, requesting twelve (12) months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

The vehicle sales, rental and ancillary service establishment is currently in operation and doing business as Select Auto Imports. The development conditions require the submission of a site plan, and the issuance of all applicable permits, as a means to bring the property into compliance. Ms. Strobel states existing site conditions and financial considerations delayed the preparation of the site plan. A site plan was submitted to the Department of Public Works and Environmental Services (DPWES) on June 30, 2015, and review comments were subsequently transmitted to the Applicant. Ms. Strobel states that it will take several months for the civil engineer to address DPWES review comments. The request for twelve (12) months of additional time is intended to allow for the approval of the site plan, the posting of bonds, obtaining building permits, and ultimately the issuance of a non-residential use permit (Non-RUP).

Staff would also note the property subject to SE 2013-LE-014 is ultimately intended to accommodate improvements to the South Van Dorn Street/Capital Beltway interchange. These intersection improvements are noted within the Fairfax County Comprehensive Plan. To facilitate these improvements, Development Condition # 5 stipulates the Special Exception shall remain valid for five years from the date of issuance of a Non-RUP. Extensions in increments of two years may be approved by the Zoning Administrator if such does not interfere with noted transportation improvements. The request for twelve (12) months of additional time would delay the implementation of Development Condition # 5 by one year. At this time, according to the Fairfax County Department of Transportation (FCDOT), the noted transportation improvements have not been funded, and there is no timeframe identified for funding. As such, FCDOT indicates that the status of this road improvement would not preclude the granting of the requested additional time.

Staff has reviewed Special Exception SE 2013-LE-014 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a vehicle sales, rental and ancillary service establishment within the C-6 zoning district. Further, staff knows of no other changes in land use circumstances that would affect compliance of SE 2013-LE-014 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The

Board Agenda Item
February 16, 2016

Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SE 2013-LE-014 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twelve (12) months of additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Letter dated May 14, 2014, to Lynne J. Strobel

Attachment 3: Letter dated October 27, 2015, to Leslie B. Johnson

STAFF:

Robert A. Stalzer, Deputy County Executive

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)

Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ

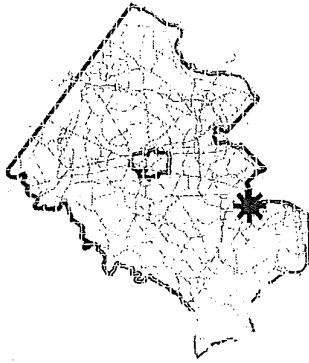
Kevin J. Guinaw, Chief, Special Projects/Applications/Management Branch, ZED, DPZ

Denise James, Chief, Environment and Development Review Branch, Planning Division, DPZ

Stephen Gardner, Staff Coordinator, ZED, DPZ

Special Exception

SE 2013-LE-014



Applicant:

MOHAMMAD HAJIMOHAMMAD, TRUSTEE OF THE
FLORA HAJIMOHAMMAD, TRUSTEE OF THE
HAJIMOHAMMAD REVOCABLE TR

Accepted:

08/28/2013

Proposed:

VEHICLE SALES, RENTAL AND ANCILLARY
SERVICE ESTABLISHMENT, WAIVER OF THE
MINIMUM LOT SIZE, LOT WIDTH AND OPEN
SPACE REQUIREMENTS

Area:

31451 SF OF LAND; DISTRICT - LEE

Zoning Dist Sect: 09-061009-061204-0604

Art 9 Group and Use: 6-06 6-09 5-25

Located:

5630 SOUTH VAN DORN STREET,
ALEXANDRIA, VA 22310

Zoning:

C- 6

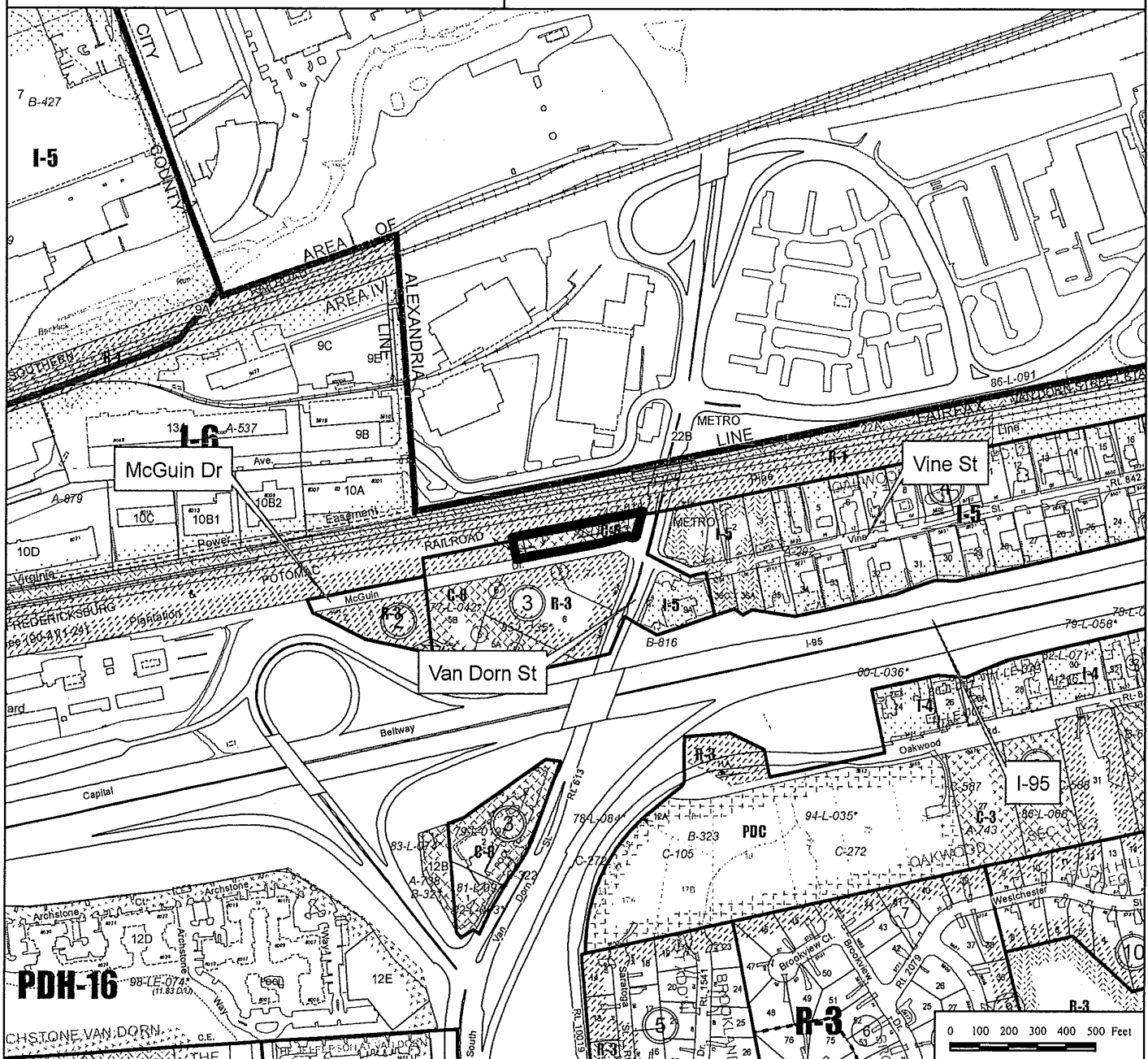
Plan Area:

4,

Map Ref Num:

081-2- /03/ /0008A

ATTACHMENT 1





County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

May 14, 2014

Lynne J. Strobel
Walsh, Colucci, Lubeley & Walsh, P.C.
2200 Clarendon Blvd., 13th Floor
Arlington, VA 22201

Re: Special Exception Application SE 2013-LE-014

Dear Ms. Strobel:

At a regular meeting of the Board of Supervisors held on May 13, 2014, the Board approved Special Exception Application SE 2013-LE-014 in the name of Mohammad Hajimohammad, Trustee, And Flora Hajimohammad, Trustee, of the Hajimohammad Revocable Trust. The subject property is located 5630 South Van Dorn Street, on 31,451 square feet, zoned C-6 in the Lee District [Tax Map 81-2 ((3)) 8A]. The Board's action permits a vehicle sales, rental and ancillary service establishment, waiver of minimum lot size and lot width and waiver of open space requirement, pursuant to Section 4-604, 9-518, 9-610 and 9-612 of the Fairfax County Zoning, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.
2. A copy of the Special Exception conditions and the Non-Residential Use Permit (Non-RUP) shall be posted in a conspicuous place on the property of the use and be made available to all departments of the County of Fairfax during the hours of operation of the permitted use.
3. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the special exception plat approved with the application, as qualified by these development conditions.

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035

Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903
Email: clerktothebos@fairfaxcounty.gov
<http://www.fairfaxcounty.gov/bosclerk>

4. This Special Exception is subject to the provisions of Article 17, Site Plans. Any plan submitted pursuant to the special exception shall be in substantial conformance with the approved Special Exception (SE) Plat entitled "Select Auto Imports," consisting of five sheets, prepared by Tri-Tek Engineering, dated March 19, 2013, as revised through February 25, 2014, and these conditions. Minor modifications to the approved special exception may be permitted as determined by the Zoning Administrator.
5. This Special Exception shall remain valid for five years from the date of issuance of a Non-RUP. Extensions beyond that time may be granted by the Zoning Administrator for two-year increments only if the continuation of the use would not interfere with the Van Dorn Street and Capital Beltway transportation improvements. Any request for such extension shall be submitted by the applicants to the Zoning Administrator in writing.
6. Within 120 days of approval of the Special Exception and prior to the issuance of a Non-RUP, the applicants shall demonstrate through the submission of an approved Virginia Department of Transportation (VDOT) permit to the Fairfax County Department of Transportation (FCDOT) that they have obtained written permission from VDOT to allow the private features within the right-of-way to remain, such as aluminum fencing, columns, stone walls, and gates. A one-time extension of 60 days beyond the 120 days may be granted by the Zoning Administrator if the applicants can demonstrate they have diligently pursued such permission from VDOT. If any or all private features in the right-of-way are not permitted by VDOT, the applicants shall remove these features outside the right-of-way or relocate them on the property as generally shown in Attachment A of these conditions, provided this relocation does not interfere with sight distance. The applicants shall complete removal or relocation within six months of denial of a permit by VDOT. If the applicants remove or relocate the private objects in a manner that is not in substantial conformance with the SE/SP Plat or Attachment A, a Special Exception Amendment and/or a Special Permit Application will be required, as determined by the Zoning Administrator.
7. The applicants shall provide wheel stops for the vehicle storage and display area on the application property along McGuin Drive as generally shown on the SE/SP Plat for the purpose of ensuring that no portion of any vehicle for sale is located or overhanging within the right-of-way. The final location of the wheel stops shall be determined by VDOT and the Department of Public Works and Environmental Services (DPWES) at the time of site plan. The final location of the wheel stops shall allow for adequate circulation on the site, as determined by DPWES at the time of site plan. If the applicants must reconfigure this parking area in a manner that is not in substantial conformance with the SE/SP Plat in order to provide for such adequate circulation, a Special Exception Amendment and/or a Special Permit Amendment will be required, as determined by the Zoning Administrator.
8. Within 90 days of approval of the Special Exception, the applicants shall remove any signs prohibited by the Zoning Ordinance and any signs that have been installed without permit approval. The applicants shall obtain permits for all signs located on

the subject property. The applicants may install up to one building-mounted sign and one freestanding sign in accordance with Article 12 of the Zoning Ordinance prior to the issuance of a Non-RUP.

9. All freestanding signs shall be located in conformance with Section 2-505 of the Zoning Ordinance and shall not conflict with vehicle sight distance.
10. Prior to the issuance of a Non-RUP and if requested by VDOT at the time of site plan, the applicants shall install signs along the McGuin Drive frontage to ensure that vehicles are not parked in this area.
11. Prior to site plan approval, the applicants shall demonstrate that any existing or proposed fences and columns do not interfere with sight distance, as determined by VDOT.
12. The area devoted to vehicle storage and display shall be limited to that area so designated on the SE/SP Plat. Such areas shall not be used for the storage or display of vehicles that are not in operating condition. No parking shall be permitted within the adjacent right-of-way.
13. The applicants shall extend the existing curb and gutter from the intersection of South Van Dorn Street and McGuin Drive to the easternmost entrance along McGuin Drive. The applicants shall upgrade the existing rolled asphalt curb from the easternmost entrance along McGuin Drive to the western property line to meet the standards of the Public Facilities Manual (PFM), as determined by DPWES at the time of site plan.
14. Prior to site plan approval, the applicants shall provide a detailed comparison of existing versus proposed impervious area tabulation/map. The existing impervious area shall be established based on Special Exception SE 87-L-002, which was approved on September 14, 1997. Based on this, stormwater detention requirements and Best Management Practices shall be met pursuant to the Public Facilities Manual, unless waived by DPWES.
15. The applicants shall submit a site plan within 120 days of approval of this application. The applicants shall obtain site plan approval within eight months of the approval of this application. Extensions of up to 90 days may be granted by the Zoning Administrator if the applicants can demonstrate they have diligently pursued site plan approval.
16. All applicable permits and final inspections shall be obtained for the existing building within 120 days of site plan approval.
17. Within 120 days of site plan approval and prior to the issuance of a Non-RUP, the applicants shall remove the portion of the building that encroaches onto the adjacent property to the north.

18. The applicants shall obtain the necessary approvals from the adjacent property owner to the north (Tax map 90-4 ((1)) 24) prior to the removal of the portion of the structure that encroaches onto that property.

This approval, contingent on the above noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant shall be himself responsible for obtaining the required Non-Residential Use Permit through established procedures, and this Special Exception shall not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, eighteen (18) months after the date of approval unless, at a minimum, the use has been established or construction has commenced and been diligently prosecuted for one of the proposed buildings. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

The Board also:

- Modified the minimum lot size and lot width requirements in accordance with Sect. 9-610 of the Zoning Ordinance to permit a 31,451 square foot lot with a width of 82 feet
- Modified the open space requirements in accordance with Sect. 9-612 of the Zoning Ordinance to allow 13.4% open space
- Modified the transitional screening requirements to the south and west and the barrier requirements to the south pursuant to Sect. 13-305 of the Zoning Ordinance in favor of that shown on the SE/SP Plat
- Modified the peripheral parking lot landscaping requirements along the eastern boundary of the property in accordance with Sect. 13-203 of the Zoning Ordinance in favor of that shown on the SE/SP Plat

May 14, 2014

- Increased the height of the fence, walls, gates, and gate posts to that shown on the SE/SP Plat in accordance with Par. 3.H of Sect. 10-104 of the Zoning Ordinance.

Sincerely,

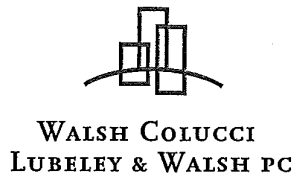


Catherine A. Chianese

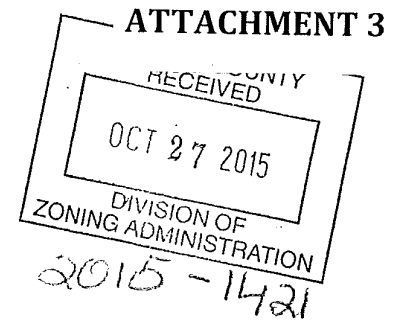
Clerk to the Board of Supervisors

cc: Chairman Sharon Bulova
Supervisor Jeffrey McKay, Lee District
Tim Shirocky, Acting Director, Real Estate Division, Dept. of Tax Administration
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay
Angela K. Rodeheaver, Section Chief, Transportation Planning Division
Donald Stephens, Transportation Planning Division
Ken Williams, Plans & Document Control, ESRD, DPWES
Department of Highways-VDOT
Sandy Stallman, Park Planning Branch Manager, FCPA
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

Lynne J. Strobel
(703) 528-4700 Ext. 5418
lstrobel@thelandlawyers.com



October 27, 2015



Via Hand Delivery

Leslie B. Johnson, Zoning Administrator
Zoning Administration Division
Fairfax County Department of Planning & Zoning
12055 Government Center Parkway, Suite 807
Fairfax, Virginia 22035

RECEIVED
Department of Planning & Zoning
OCT 30 2015
Zoning Evaluation Division

Re: SE 2013-LE-014

Applicants: Hajimohammad Revocable Trust, Mohammad Hajimohammad,
Trustee and Flora Hajimohammad, Trustee
Fairfax County Tax Map Reference: 81-2 ((3)) 8A
Address: 5630 South Van Dorn Street

Dear Ms. Johnson:

Please accept this letter as a request for additional time to commence construction in accordance with Section 9-015 of the Fairfax County Zoning Ordinance (the "Zoning Ordinance").

The referenced application was approved by the Board of Supervisors (the "Board") at its hearing held on May 13, 2014. The Board granted SE 2013-LE-014 subject to development conditions, including a requirement that the use be established or construction commenced and diligently prosecuted within 18 months of the approval. In accordance with this condition, SE 2013-LE-014 will expire on November 13, 2015 unless this requirement is met or additional time is granted to commence construction. Please accept this letter as a request for twelve (12) months of additional time to commence construction of the improvements approved in conjunction with SE 2013-LE-014.

The approval granted by the Board permits a vehicle sales, rental, and ancillary service establishment to be located on property identified among the Fairfax County tax assessment records as 81-2 ((3)) 8A (the "Subject Property"). Upon approval of SE 2013-LE-014, the Applicants began the process to prepare a site plan. Due to existing conditions, the Applicants experienced a number of challenges, and consequently delays, in the preparation of a site plan for the Subject Property. The Applicants have made significant progress in the preparation, submission, and diligent prosecution of a site plan, which is referenced by Fairfax County as 1292-SP-002-1 (the "Site Plan").

ATTORNEYS AT LAW

703 528 4700 ■ WWW.THELANDLAWYERS.COM
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359

LOUDOUN 703 737 3633 ■ WOODBRIDGE 703 680 4664

The following is a brief chronology of the submitted Site Plan:

- June 17, 2015 – the Site Plan was initially submitted to ESI, which reviews site plans prior to formal submission.
- June 30, 2015 – the Site Plan was approved by ESI and formally submitted to the Department of Public Works and Environmental Services.
- July 1, 2015 – the Site Plan was accepted and distributed to reviewing agencies.
- September 11, 2015 – the Site Plan is listed as returned, but was not available for pick up by the civil engineer for several weeks.
- October 14, 2015 – notice from Plan Control of the returned first submission from staff received by the civil engineer.

Since the first submission of the Site Plan, four (4) agencies have approved the submission. Specifically, the Fire Marshal, Address Review, Street Lights and Waste Water Planning have all approved the Site Plan. Comments have been received from the Fairfax County Water Authority, Stormwater Management, Urban Forestry and VDOT. In addition, four (4) waivers were submitted with the Site Plan. Two of the waivers, for street lights and sight distance, have been withdrawn as the civil engineer has been able to resolve the issues associated with the requested waivers. In addition, a waiver of frontage improvements was approved. The stormwater management waiver was disapproved and the civil engineer will address the comments with a second submission of the Site Plan.

The civil engineer has received all final comments from Fairfax County and the Site Plan has been returned. The civil engineer will begin to address the comments and schedule a post submission conference with staff prior to the second submission. In addition, the Applicants will process a geotechnical report which will be completed once stormwater comments have been resolved and a final stormwater design is selected.

It will take several months for the civil engineer to address Fairfax County's comments to the Site Plan and to prepare a second submission. Hopefully, the Site Plan will be approved with the second submission. Upon approval of the Site Plan, it will be necessary to satisfy any required conditions, post bonds for public improvements, obtain building permits, construct improvements, and ultimately request a non-residential use permit (Non-RUP). I anticipate that all of these actions will take a number of months.

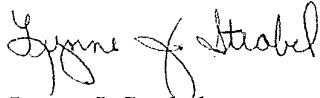
In accordance with Section 9-015 of the Zoning Ordinance, I would appreciate the acceptance of this letter as a request for twelve (12) months of additional time to commence construction of the improvements approved with SE 2013-LE-014. While the Applicants have faced a number of challenges regarding the preparation and submission of a site plan, including financial, they have diligently pursued its preparation and processing with Fairfax County. There have been no changes in circumstances that would render the prior approval inconsistent with the Comprehensive Plan or the public interest.

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Should you have any questions regarding this request, or require additional information, please do not hesitate to contact me. As always, I appreciate your cooperation and assistance.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.

A handwritten signature in cursive script, appearing to read "Lynne J. Strobel".

Lynne J. Strobel

LJS/kae

cc: Mike Hajimohammad
Ted Britt

{A0683285.DOCX / 1 Johnson ltr re: additional time request 007719 000002}

ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing to Adopt an Ordinance that Would Allow 16 and 17 Year Old Students to Participate in the Training Required to be Certified under National Fire Protection Association 1001, Level One, Firefighter Standards, as Administered by the Virginia Department of Fire Programs

ISSUE:

Authorization to advertise a public hearing on a proposed amendment to Chapter 62 – Fire Protection, of the Code of the County of Fairfax, Virginia, to allow 16 and 17 year olds, with parental or guardian approval, to participate in training required to be certified under National Fire Protection Association (NFPA) 1001, level one, firefighter standards, as administered by the Virginia Department of Fire Programs (VDFP).

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for March 15, 2016, at 4:00 p.m. to consider adoption of Fairfax County Code Section 62-3-1 (Attachment 1) that would allow 16 and 17 year olds, with parental or guardian approval, to participate in the training required to be certified as a NFPA 1001 firefighter and thereafter participate in fire activities with Fairfax County volunteer for companies.

TIMING:

Board Action is requested on February 16, 2016, to provide sufficient time to advertise the proposed public hearing on March 15, 2016, at 4:00 p.m.

BACKGROUND:

The Fairfax County Public Schools (FCPS), in conjunction with the Fairfax County Fire and Rescue Department (FRD), would like to offer firefighter I and II training as part of the FCPS curriculum. This will be a one-year program offered to students ages 16 and older during the school year. The training would take place at the FRD's fire academy. Upon successful completion, a student would be a certified NFPA 1001 firefighter.

In order to provide this training to 16 and 17 year olds, the County must adopt an ordinance consistent with Va. Code Ann. § 40.1-79.1 because the Virginia Commissioner of Labor and Industry has declared firefighting to be a hazardous occupation. In general, teenagers under the age of eighteen years of age may not work in an occupation that has been declared hazardous. In addition to the occupations that have been declared hazardous, child labor laws specifically prohibit teenagers under the age of eighteen from many other activities that are considered hazardous. The

prohibited activities include activities that may be involved in firefighting, including some of the training that is required for certification as a firefighter under NFPA 1001. There is an exception to the child labor laws if a locality adopts an ordinance pursuant to Va. Code Ann. § 40.1-79.1. That code section provides:

A. Any county, city or town may authorize by ordinance any person residing anywhere in the Commonwealth, aged 16 years or older, who is a member of a volunteer fire company within such county, city, or town with parental or guardian approval, (i) to seek certification under National Fire Protection Association 1001, level one, firefighter standards, as administered by the Department of Fire Programs; and (ii) to work with or participate fully in all activities of such volunteer fire company, provided such person has attained certification under National Fire Protection Association 1001, level one, firefighter standards, as administered by the Department of Fire Programs.

B. Any trainer or instructor of such persons mentioned in subsection A of this section and any member of a paid or volunteer fire company who supervises any such persons shall be exempt from the provisions of § 40.1-103, provided that the provisions of § 40.1-100 have not been violated, when engaged in activities of a volunteer fire company, and provided that the volunteer fire company or the governing body of such county, city or town has purchased insurance which provides coverage for injuries to or the death of such persons in their performance of activities under this section.

If a locality adopts such an ordinance, 16 and 17 year olds are allowed, with a parent's or guardian's permission, to participate in the firefighter I and II training that is required to be certified as a NFPA 1001 firefighter and after obtaining such certification, to work with or fully participate in all activities of a volunteer fire company within the locality.

VDFP regulates firefighter training in Virginia. VDFP has mandated the following policy for 16 and 17 year olds attending VDFP training:

1. Local jurisdiction shall have adopted an ordinance consistent with Code § 40.1-79.1.
2. The Junior Firefighter shall reside in the Commonwealth of Virginia. Evidence of residency shall be provided by the junior fire fighter.
3. The Junior Firefighter shall present a letter (original, not a copy) of parental (or legal guardian) consent that permits Junior Firefighter participation.

4. The Junior Fire fighter shall have a copy of the locality/department current liability insurance for Junior Firefighters.

FCPS students enrolled in the training will be covered by the County's insurance carrier that provides coverage to the County's volunteer public safety personnel at an annual cost of \$1,000 which will be covered by FCPS.

The adoption of the proposed ordinance will allow FCPS to enroll students for classes starting with 2016-2017 school year.

FISCAL IMPACT:

In order to participate in firefighter I and II training, a full ensemble of structural firefighting protective gear must be purchased for each student. The present cost to the FRD for the required gear is \$2,600 per student, not to exceed 24 students per school year. The maximum amount of \$62,400 will be covered within FRD's Protective Gear and Air Shop budget. All other costs associated with operating this program will be covered by the Fairfax County Public Schools.

ENCLOSED DOCUMENTS:

Attachment I - Proposed Fairfax County Code Section 62-3-1

STAFF:

David M. Rohrer, Deputy County Executive
Fire Chief Richard R. Bowers, Chief, Fire and Rescue
Assistant Chief John J. Caussin, Jr., Fire and Rescue Department
Assistant Chief Garrett A. Dyer, Fire and Rescue Department
Assistant Chief Reginald T. Johnson, Fire and Rescue Department
Karen L. Gibbons, Senior Assistant County Attorney

PROPOSED AMENDMENT TO CHAPTER 62. – Fire Protection

Article 3. – Junior Firefighters

Section 62-3-1

Any person residing in the County of Fairfax, the City of Fairfax, or the towns of Vienna, Herndon or Clifton, aged 16 years or older, who is a member of a Fairfax County volunteer fire company, with parental or guardian approval, is authorized to (i) seek certification under National Fire Protection Association 1001, level one, firefighter standards, as administered by the Department of Fire Programs; and (ii) work with or participate fully in all activities of such volunteer fire company, provided such person has attained certification under National Fire Protection Association 1001, level one, firefighter standards, as administered by the Department of Fire Programs, subject to the following conditions:

(1) Evidence of residency in the Commonwealth shall be provided by the junior firefighter.

(2) The junior firefighter shall present an original letter by a parent or legal guardian that permits junior firefighter participation.

(3) The junior firefighter shall provide an original consent form signed by a parent or legal guardian allowing participation in Virginia Department of Fire Programs training courses.

(4) The junior firefighter shall be provided with a copy of the County's liability insurance coverage applicable to junior firefighters.

ADMINISTRATIVE - 3

Authorization for the Fairfax County Fire and Rescue Department to Apply for and Accept Grant Funding from the U.S. Department of Homeland Security, Fire Prevention & Safety (FP&S) Grant Program

ISSUE:

Board of Supervisors' authorization is requested for the Fairfax County Fire and Rescue Department (FRD) to apply for and accept grant funding, if received, from the U.S. Department of Homeland Security, Fire Prevention & Safety (FP&S) Grant in the amount of \$291,681, including \$13,890 in Local Cash Match. Funding will support the purchase of a 3D Scanner to enhance fire investigation capabilities and provide funding for the Safety in Our Community Program (SIOC), which will work to ensure that Fairfax County residents have functioning smoke and carbon monoxide (CO) alarms in their homes. It is anticipated that awards will be received in August of 2016 with a grant period of one year. The required Local Cash Match is available from the Federal-State Grant fund. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Fire and Rescue Department to apply for and accept grant funding, if received, from the Department of Homeland Security, Fire Prevention & Safety Grant. Funding in the amount of \$291,681, including \$13,890 in Local Cash Match will support the purchase of a 3D Scanner to enhance fire investigation capabilities and provide funding for the Safety in Our Community Program, which will work to ensure that Fairfax County residents have functioning smoke and carbon monoxide alarms in their homes. There are no grant positions associated with this award.

TIMING:

Board approval is requested on February 16, 2016. It is anticipated that the application period will close April 4, 2016.

BACKGROUND:

The Fire Prevention & Safety Grants Program is part of the Assistance to Firefighters Grant Program and supports projects that enhance the safety of the public and firefighters from fire and related hazards. The primary goal is to reduce injury and prevent death among high-risk populations.

FRD emphasizes the importance of accurately investigating every fire. The 3D scanner will allow investigators to safely capture data and maintain scene preservation. Having this scanner will allow the investigator to revisit the scene and evidence multiple times without leaving the office, leading to more efficient investigations. It will also provide the ability to create compelling investigative and courtroom presentations so that qualified personnel can conduct virtual walk-throughs of the fire scenes and enhance FRD's investigation and witness testimony during arson prosecutions. FRD also emphasizes the importance of safety in the community and has administered programs to install smoke alarms for more than ten years. Through the adoption of the SIOC program, on-duty firefighters canvass residential neighborhoods to offer home safety inspections and ensure all homes have working and properly installed smoke alarms. This funding will enhance the current program by allowing the FRD to check for and replace CO alarms as well, which will help to further ensure the safety of the community. All non-working smoke alarms and CO alarms will be replaced, and homes with no smoke alarm or CO alarm will have one installed. The program is anticipated to go through the spring, summer, and fall months; a total of 40 weeks. Residents who are not home will be left a door hanger supplying them with contact information to request a smoke alarm, CO alarm, or home safety inspection.

FISCAL IMPACT:

Grant funding in the amount of \$291,681, including \$13,890 in Local Cash Match is being requested from the Department of Homeland Security, Fire Prevention and Safety Grant Program to support the purchase of a 3D Scanner to enhance fire investigation capabilities and provide funding for the Safety in Our Community Program, which will work to ensure that Fairfax County residents have functioning smoke and carbon monoxide alarms in their homes. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards and the Local Cash Match of \$13,890 is available from the Local Cash Match Reserve. This grant does allow for the recovery of indirect costs; however, because of the highly competitive nature of the award, the Fire and Rescue Department did not include indirect costs as part of the application in order to increase the proposal's competitive position.

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CREATION OF NEW POSITIONS:

There are no grant positions associated with this award.

ENCLOSED DOCUMENTS:

Attachment 1 – Summary of Grant Proposal

STAFF:

David M. Rohrer, Deputy County Executive
Chief Richard R. Bowers, Fire and Rescue Department
Assistant Chief John J. Caussin, Jr., Fire and Rescue Department
Assistant Chief Garret A. Dyer, Fire and Rescue Department
Assistant Chief Reginald T. Johnson, Fire and Rescue Department
Chinaka A. Barbour, Grants Coordinator, Fire and Rescue Department

FIRE PREVENTION AND SAFETY (FPS) SUMMARY OF GRANT PROPOSAL

Please note, the actual grant application is completed online; therefore, this summary has been provided detailing the specifics of the application.

Grant Title:	<u>Fire Prevention and Safety</u>
Funding Agency:	Department of Homeland Security, Federal Emergency Management Agency
Applicant:	Fairfax County Fire and Rescue Department
Purpose of Grant:	If awarded, these funds will be used to purchase a FARO 3D Scanner to enhance fire investigation capabilities and allow FRD fire investigators to investigate all fires in a more efficient and effective manner. Funds will also be used to purchase smoke alarms, CO alarms, and door hangers to provide continued support to the Safety In Our Community (SIOC) Program. On-duty firefighters canvass residential neighborhoods to offer safety inspections and ensure that homeowners have working smoke and CO alarms.
Funding Amount:	\$291,681, including \$13,890 in Local Cash Match
Proposed Use of Funds:	\$291,681 for equipment and supplies to include: <ul style="list-style-type: none"> - \$92,823 for 3D Scanner - \$68,808 for CO alarms - \$128,000 for smoke alarms - \$2,050 for door hangers
Target Population:	Fairfax County residents are the target population.
Performance Measures:	The success of this project will be based on four outcomes: <ol style="list-style-type: none"> 1) Increased accuracy and offer better forensic understanding of the fire scene 2) Eliminate legal challenges of re-entering the fire scene and the possibility of evidence being challenged or lost 3) More residents will have working smoke alarms and CO alarms in their home 4) More residents will receive door hangers with fire and life safety information
Grant Period:	Estimate: August 19, 2016 – August 18, 2017

ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing on the Proposed Consolidated Plan One-Year Action Plan for FY 2017

ISSUE:

Board of Supervisors' authorization to advertise a public hearing on the *Proposed Consolidated Plan One-Year Action Plan for FY 2017* as forwarded by the Consolidated Community Funding Advisory Committee (CCFAC).

RECOMMENDATION:

The County Executive recommends that the Board authorize the advertisement of a public hearing on the *Proposed Consolidated Plan One-Year Action Plan for FY 2017* to be held at 4:00 p.m. on Tuesday, March 15, 2016. The public will have an opportunity to comment on the proposed use of funds as described in the *Proposed One-Year Action Plan for FY 2017* in accordance with U.S. Department of Housing and Urban Development (HUD) regulations and guidelines. Citizens may also comment on housing and community service needs in Fairfax County as well as provide information concerning changes in housing and community service trends since the last Board public hearing on the Consolidated Plan in 2015.

TIMING:

Board authorization is requested on February 16, 2016, to provide sufficient time to advertise the proposed public hearing on March 15, 2016, at 4:00 p.m.

BACKGROUND:

The *Proposed One-Year Action Plan for FY 2017* (Attachment 1) presents the proposed uses of funding for programs to be implemented in the second year of the Five-Year Consolidated Plan for FY 2016 - 2020. An annual action plan is required by HUD. These programs include: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants (ESG). The *Proposed Consolidated Plan One-Year Action Plan for FY 2017* includes the first year of the two-year (FY 2017-2018) funding cycle for the Consolidated Community Funding Pool (CCFP). Although the CCFP FY 2017 funding awards will be made by the Board in April 2016, the awards are subject to annual appropriations, and approval of the annual Action Plan which is required by HUD. Funding allocations under the *Proposed Consolidated Plan One-Year Action Plan for FY 2017* have been reviewed by

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the Fairfax County Redevelopment and Housing Authority (FCRHA) and the CCFAC-FCRHA Working Advisory Group (WAG). The WAG is a group established to strengthen coordination between the FCRHA and the CCFAC in the proposed use of funds and is composed of seven members: three appointed by the FCRHA Chairman, three appointed by the CCFAC Chairman, and one who serves on both the FCRHA and the CCFAC. Recommendations from the WAG were presented to the FCRHA and presented to the CCFAC. The final recommendations contained in the *Proposed Consolidated Plan One-Year Action Plan for FY 2017* are consistent with what the WAG and subsequently the CCFAC recommended.

Estimated allocations for FY 2017 are based on the current funding levels. The County's FY 2016 CDBG entitlement grant is currently \$4,873,926. The HOME entitlement grant is currently \$1,431,830. The Emergency Solutions Grant (ESG) is currently \$431,214. With the approval of this item, anticipated FY 2016 balances that total \$3,529,641 from CDBG (\$2,164,551) and HOME (\$1,365,090) funds will be carried forward. Total estimated CDBG program income of \$290,000 and HOME program income of \$45,000 will also be programmed through this action.

It should be noted that the anticipated HOME and CDBG FY 2017 allocations may be subject to reductions or increases depending on the final formula allocation provided by HUD. Based on available information, it is anticipated that Fairfax County's CDBG, HOME and ESG allocations would remain at levels similar to those in FY 2016. HUD mandated contingency language regarding actual allocation amounts has been added to the *Proposed Consolidated Plan One-Year Action Plan for FY 2017* and approved by the WAG and the CCFAC.

The *Proposed Consolidated Plan One-Year Action Plan for FY 2017* was released by the CCFAC to allow for a 30-day public comment period, and will also be the subject of the public hearing by the Board on March 15, 2016, as authorized by this item. Following the public hearing and the conclusion of the public comment period, the CCFAC will make any necessary revisions and forward the Plan to the Board for adoption on April 26, 2016. The *One-Year Action Plan for FY 2017* will include the first year of the two-year (FY 2017-2018) funding cycle for the CCFP. The CCFP awards are based on the recommendations from the Selection Advisory Committee appointed to review the proposals received through the CCFP Request for Proposal process for FY 2017-2018.

The Fairfax County Citizen Participation Plan and HUD regulations require advertisement of the public hearing prior to the date of the Board meeting. The notice will include sufficient information about the purpose of the public hearing to permit informed comment from citizens. Upon approval of the Board, a public hearing on the *Proposed Consolidated Plan One-Year Action Plan for FY 2017* will be scheduled for

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Tuesday, March 15, 2016 at 4:00 p.m. An advertisement will appear in a newspaper(s) of general circulation and at least one minority and non-English speaking publication at least 15 days prior to the date of the public hearing.

STAFF IMPACT:

None. No positions will be added as a result of this action.

FISCAL IMPACT:

Funds identified in the *Proposed Consolidated Plan One-Year Action Plan for FY 2017* include CDBG (\$4,873,926), HOME (\$1,431,830), and ESG (\$431,214). In addition, a total of \$3,529,641 in CDBG and HOME funds is recommended to be carried forward at this time (\$2,164,551 CDBG and \$1,365,090 HOME). Total estimated CDBG program income of \$290,000 and HOME program income of \$45,000 will also be programmed through this action.

ENCLOSED DOCUMENTS:

The *Proposed Consolidated One-Year Action Plan for FY 2017* is available on line at <http://www.fairfaxcounty.gov/rha>.

STAFF:

Patricia D. Harrison, Deputy County Executive
Thomas Fleetwood, Acting Director, Department of Housing and Community Development (HCD)
Hossein Malayeri, Deputy Director, Real Estate, Finance and Development, HCD
Aseem K. Nigam, Director, Real Estate Finance and Grants Management Division (REFGM), HCD
Robert C. Fields, Interim Associate Director, REFGM, HCD
David P. Jones, Senior Program Manager, REFGM, HCD

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ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance
Expanding the Langley Residential Permit Parking District, District 20 (Dranesville
District)

ISSUE:

Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Langley Residential Permit Parking District (RPPD), District 20.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing.

TIMING:

The Board should take action on February 16, 2016, to advertise a public hearing for March 15, 2016, at 4:00 p.m.

BACKGROUND:

Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of \$10 per address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

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Staff has verified that Dogue Hill Lane is within 2,000 feet walking distance from a pedestrian entrance of Langley High School, and all other requirements to expand the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated at \$375 to be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code
Attachment II: Map Depicting Proposed Limits of RPPD Expansion

STAFF:

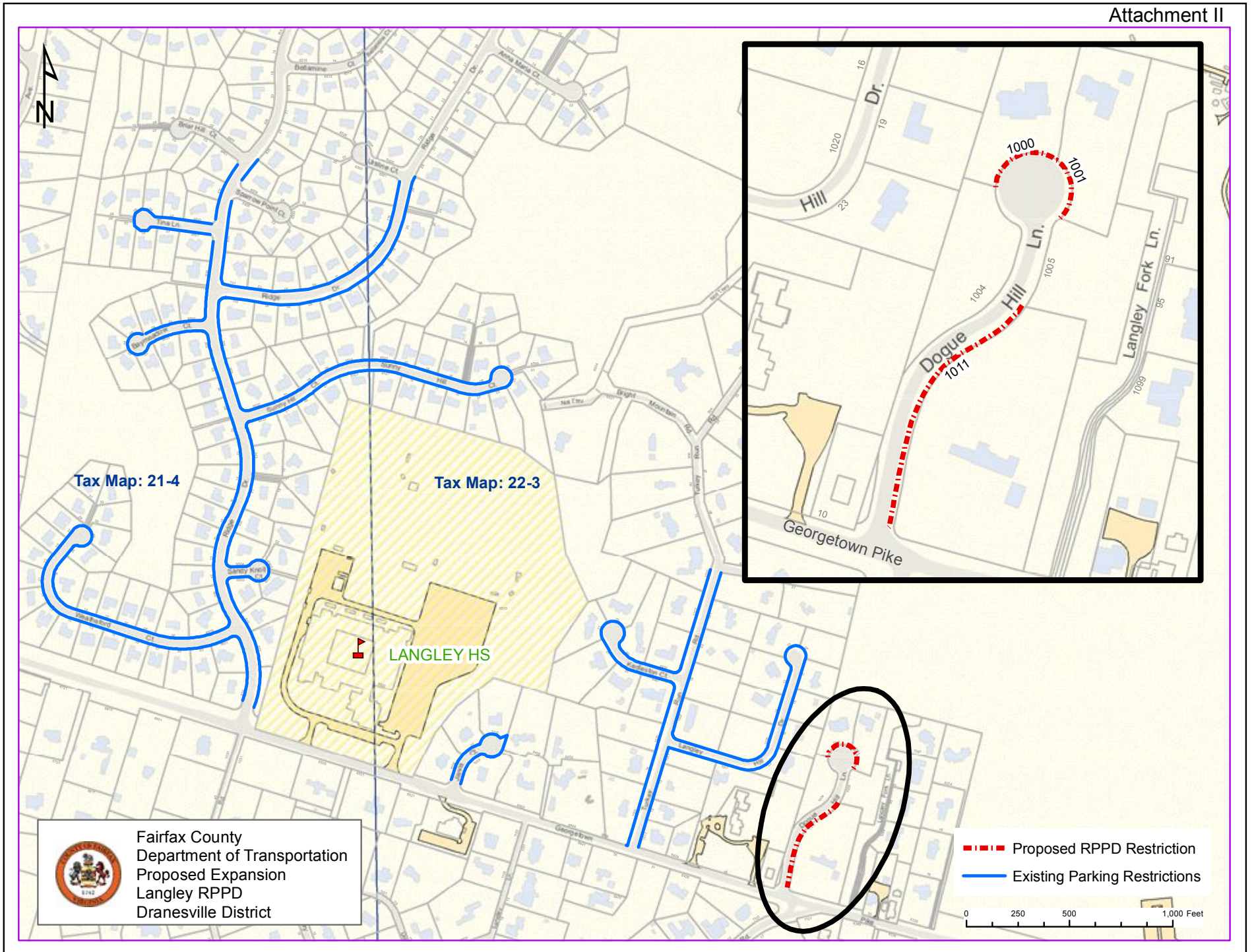
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Maria Turner, Sr. Transportation Planner, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by amending the following streets in Appendix G-20, Section (b), (2), Langley Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Dogue Hill Lane (Route 10500):

From Georgetown Pike to the northern property boundary of 1011 Dogue Hill Lane, east side only; and along the entire road frontage of 1000 and 1001 Dogue Hill Lane.



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ACTION – 1

Approval of a Resolution to Authorize the Refunding of Fairfax County Sewer Revenue Bonds

ISSUE:

Board approval of a resolution to authorize the sale of Fairfax County Sewer Revenue Refunding Bonds.

RECOMMENDATION:

The County Executive recommends approval of the authorization of the sale of Sewer Revenue Refunding Bonds.

TIMING:

Board action is requested on February 16, 2016.

BACKGROUND:

In June 2009, Fairfax County issued \$152,255,000 of Sewer Revenue Bonds (Series 2009) and in July 2012, Fairfax County issued \$90,710,000 of Sewer Revenue Bonds (Series 2012). The Series 2009 and Series 2012 were backed by revenues collected by the County's Integrated Sewer System. The proceeds were primarily to be used to support the capital improvement projects, as required by the Commonwealth of Virginia, Department of Environmental Quality (DEQ), at certain wastewater treatment plants that provide wastewater capacity to the Integrated Sewer System.

In 2001 and 2002, the County obtained loans from the Virginia Water Facilities Revolving Fund administered by the Virginia Resources Authority (VRA) in the amounts of \$40 million and \$50 million, respectively, to pay its 60% share of the capital costs associated with certain improvements being made by Alexandria Renew Enterprises to its wastewater treatment plant in Alexandria, Virginia. Debt service on the VRA loans are also paid from revenues collected by the County's Integrated Sewer System.

Staff is presenting the Board with the necessary documents to authorize a refunding sale of the Series 2009 and Series 2012, 2001 and 2002 VRA loans for the purpose of reducing debt service payments through lower interest rates. There is no extension of the original maturity date for any of the potential refunding candidates. Per the bond

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sale schedule of events (Attachment 1), a refunding bond sale is planned for the week of April 4, 2016.

FISCAL IMPACT:

Based on market conditions as of January 2015, a refunding bond sale of \$148 million of the existing debt is estimated to generate a net present value savings of \$15.5 million or 10.5% of the refunded bonds.

The Integrated Sewer System revenue bonds have held Aa1 rating from Moody's Investors Service, AAA rating from Standard and Poor's Corporation, and AAA rating from Fitch Ratings.

ENCLOSED DOCUMENT:

Attachment 1: Bond Sale Schedule of Events
Attachment 2: Resolution of Approval
Attachment 3: Preliminary Official Statement
Attachment 4: Bond Purchase Agreement
Attachment 5: Continuing Disclosure Agreement
Attachment 6: Escrow Deposit Agreement

STAFF:

Edward L. Long, Jr., County Executive
Joseph Mondoro, Chief Financial Officer
Robert A. Stalzer, Jr. Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randolph W. Bartlett, Deputy Director, DPWES
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES
Joseph LaHait, Debt Coordinator, Department of Management and Budget

DRAFT Critical Path Events
Fairfax County, Virginia
Sewer Revenue Refunding Bonds, Series 2016

January 2016							February 2016							March 2016							April 2016							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
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3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
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24	25	26	27	28	29	30	28	29						27	28	29	30	31				24	25	26	27	28	29	30
31																												

Week Of	Activity and Event	Responsible Party
Jan 4th		
	First draft of Series Resolution, POS, Escrow Agreement & BPA ("Bond Documents") distributed	SA
Jan 11th		
	Comments due on Bond Documents	PFM, FX
	Underwriter selection letter sent to County's pool	PFM
Jan 18th		
	Monday, Jan 18 th – Martin Luther King Jr. Day (Federal Holiday)	-
	Wednesday, Jan 20 th – Bond Documents and Board Item needed for Board package	SA, FX
Jan 25th		
	Underwriter proposals due	-
	Ratings Prep Meeting	PFM, FX
Feb 1st		
	Underwriter selected	FX, PFM
Feb 8th		
	First draft of ratings presentation sent to County	PFM
Feb 15th		
	Monday, Feb 15 th – President's Day (Federal Holiday)	-
	Tuesday, Feb 16 th – County Board considers Bond Documents	FX
Feb 22nd		
	Comments due on ratings presentation	FX
Feb 29th		
	Send draft documents to rating agencies	PFM
	Finalize ratings presentation	PFM, FX
March 7th		
	Rating agency discussions	FX, PFM
	Call to review POS	SA, FX, PFM
March 14th		
	Revised draft of POS & BPA distributed	SA
	Due Diligence Call	UWC
March 21st		
	Receive bond ratings	-
	Comments due on POS & BPA	All

DRAFT Critical Path Events
Fairfax County, Virginia
Sewer Revenue Refunding Bonds, Series 2016

January 2016							February 2016							March 2016							April 2016							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	2		1	2	3	4	5	6		1	2	3	4	5						1	2	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
24	25	26	27	28	29	30	28	29						27	28	29	30	31				24	25	26	27	28	29	30
31																												

Week Of	Activity and Event	Responsible Party
March 28th		
	POS Finalized & Posted	SA
April 4th		
	Bond Pricing	UW, PFM, FX
	Sign BPA	UWC
April 11th		
	Finalize & Post OS	SA
	Finalize Closing Documents	SA
April 18th		
	Wednesday, April 20 th – Closing & escrow funding	All

Legend:

FX = Fairfax County
PFM = Public Financial Management, Financial Advisor
SA = Sidley Austin, Bond Counsel
UW = Underwriter, TBD
UWC = Underwriter's Counsel, TBD

At a regular meeting of the Board Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia on February 16, 2016, at which meeting a quorum was present and voting, the following resolution was adopted:

FAIRFAX COUNTY

Virginia

SERIES RESOLUTION

SERIES RESOLUTION SUPPLEMENTING THE GENERAL BOND RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AUTHORIZING THE ISSUANCE OF SEWER REVENUE BONDS, TO PROVIDE FOR THE ISSUANCE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$265,000,000 SEWER REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES; DELEGATING TO THE CHAIRMAN AND VICE CHAIRMAN OF THE BOARD, THE COUNTY EXECUTIVE AND THE CHIEF FINANCIAL OFFICER OF THE COUNTY AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS; DESIGNATING A PAYING AGENT AND BOND REGISTRAR AND DEPOSITARY FOR THE BONDS; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS; APPROVING THE EXECUTION OF A BOND PURCHASE AGREEMENT RELATING TO THE PURCHASE OF SUCH BONDS; APPROVING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND DIRECTING THE AUTHENTICATION AND DELIVERY OF SUCH BONDS.

WHEREAS, the Board of Supervisors (the “Board of Supervisors” or “Board”) of Fairfax County, Virginia (“County”), has adopted a General Bond Resolution authorizing the issuance initially of not exceeding \$179,000,000 Sewer Revenue Bonds and thereafter the issuance of additional and refunding sewer revenue bonds (such Resolution as initially adopted on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further

amended and restated on June 26, 1989, further amended and restated on May 18, 2009 effective July 1, 2009, and as supplemented, herein called the “General Bond Resolution”); and

WHEREAS, the County has determined, based on the advice of its Financial Advisor and subject to favorable market conditions, that it is advantageous to the County to refund on their earliest redemption dates all, or a portion, of its outstanding Sewer Revenue Bonds, Series 2009 (the “2009 Bonds”) stated to mature on or after July 15, 2020, that are subject to optional redemption by the County; and

WHEREAS, 2009 Bonds in the aggregate principal amount of \$123,065,000 stated to mature on and after July 15, 2020 (the “2009 Refunding Candidates”), are subject to redemption at the option of the County on their July 15, 2019 redemption date at the redemption price of 100% thereof; and

WHEREAS, the County has determined, based on the advice of its Financial Advisor and subject to favorable market conditions, that it is advantageous to the County to refund on their earliest redemption dates all, or a portion of, its outstanding Sewer Revenue Bonds, Series 2012 (the “2012 Bonds”) stated to mature on or after July 15, 2022, that are subject to optional redemption by the County; and

WHEREAS, 2012 Bonds in the aggregate principal amount of \$75,345,000 stated to mature on and after July 15, 2022 (the “2012 Refunding Candidates” and together with the 2009 Refunding Candidates, the “Refunding Candidates”), are subject to redemption at the option of the County on their July 15, 2021 redemption date at the redemption price of 100% thereof; and

WHEREAS, the County in 2001 and 2002 issued Subordinate Obligations (the “VRA Bonds”) under the General Bond Resolution to Virginia Resources Authority (“VRA”) to evidence repayment loan received from VRA to pay a portion of capital improvements being made by Alexandria Renew Enterprises to its wastewater treatment plan; and

WHEREAS, the County has determined, based on the advice of its Financial Advisor and subject to favorable market conditions, that it is advantageous to the County to refund the VRA Bonds with bonds to be issued as Subordinate Obligations or to otherwise refinance the VRA Bonds with VRA; and

WHEREAS, the County has determined to provide for the issuance of a series of refunding bonds pursuant to Section 210 of the General Bond Resolution (the “2016 A Refunding Bonds”) for the purpose of providing funds, with any other available funds, for refunding all or any of the Refunding Candidates (the Refunding Candidates actually refunded, the “2016 A Refunded Bonds”), including the payment of the redemption price thereon and interest that will accrue on the 2016 A Refunded Bonds to their respective redemption dates and the expenses in connection with such refunding; and

WHEREAS, the County has determined to provide for the issuance of subordinate obligations pursuant to Section 507 of the General Bond Resolution (the “2016 B Subordinate Refunding Bonds” and together with the 2016 A Refunding Bonds, the “Refunding Bonds”) for the purpose of providing funds, with any other available funds, for refunding all or any of the VRA Bonds (the “2016 B Subordinate Refunded Bonds” and together with the 2016 A Refunded Bonds, the “Refunded Bonds”) or in the alternative to refinance the VRA Bonds with VRA; and

WHEREAS, the Board has determined to delegate, pursuant to the terms of this Series Resolution, to each of the Chairman and Vice Chairman of the Board and the County Executive and the Chief Financial Officer of the County (each a “Delegate”) authority to make certain determinations for such obligations to be issued pursuant to this Series Resolution that are in the best interest of the County; and

WHEREAS, the Board has found and determined that the issuance and sale of the refunding bonds authorized hereby on the terms contemplated hereby are in the public interest and otherwise beneficial to the County; and

WHEREAS, Section 210 of the General Bond Resolution contemplates that the County will fix in this Series Resolution the aggregate principal amount of the refunding bonds and the details thereof and describe the indebtedness to be refunded; and

WHEREAS, the staff of the County has prepared a draft of the Preliminary Official Statement to be furnished for use in connection with a sale of the bonds authorized hereby upon the terms set forth therein and will prepare a final Official Statement to be furnished to the purchasers or underwriters of the bonds for their use in connection with a bona fide public offering of the bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AS FOLLOWS:

Section 1. Authorization of 2016 A Refunding Bonds. Pursuant to Section 210 of the General Bond Resolution, Bonds of Fairfax County, Virginia, are hereby authorized to be issued as Current Interest Bonds, in one or more series, in an aggregate principal amount not to exceed \$230,000,000 to provide funds, with any other available funds, for refunding the 2016 A Refunded Bonds, including the payment of the redemption price thereon and interest that will accrue on such 2016 A Refunded Bonds to their earliest respective redemption dates and the expenses in connection with such refunding. The refunding bonds authorized hereby shall be designated “Sewer Revenue Refunding Bonds, Series 2016[A]” (the “2016 A Refunding Bonds”). The definitive 2016 A Refunding Bonds shall be issuable as fully registered bonds without coupons, in the denominations of \$5,000 and any whole multiple thereof, shall be dated, and shall be numbered from R-1 upwards. The 2016 A Refunding Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York, and immobilized in its custody.

All of the 2016 A Refunding Bonds shall mature on July 15 of such year and in such principal amounts, and shall bear interest, payable on January 15 and July 15 of each year unless such different dates are determined pursuant to Sections 3(d) and (h) hereof.

Section 2. Authorization of 2016 B Subordinate Refunding Bonds or Refinancing with VRA. Pursuant to Section 507 of the General Bond Resolution, Subordinate Indebtedness of Fairfax County, Virginia, in one or more series, in the aggregate principal amount of not to exceed \$35,000,000 to provide funds, with any other available funds, for refunding the VRA Bonds, including the payment of the redemption price thereon and any interest that will accrue on the VRA Bonds to their earliest respective redemption dates and the expenses in connection with such refunding. The refunding bonds authorized hereby shall be designated “Sewer Revenue Refunding Subordinate Bonds, Series 2016[B]” (the “2016 B Subordinate Refunding Bonds” and together with the 2016 A Refunding Bonds, the “Refunding Bonds”). The definitive 2016 B

Subordinate Refunding Bonds shall be issuable as fully registered bonds without coupons, in the denominations of \$5,000 and any whole multiple thereof, shall be dated, and shall be numbered from R-1 upwards. The 2016 B Subordinate Refunding Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York, and immobilized in its custody.

In the alternative subject to provisions of Sections 3 and 6 hereof each Delegate is hereby directed to determine to refinance the VRA Bonds with VRA and is authorized to take the necessary steps to effectuate such refinancing including, but not limited to, the execution and delivery of allonges to the VRA Bonds and amendments to financing agreements relating to the VRA Bonds.

Section 3. Delegation. The Board of Supervisors hereby delegates to each of the Delegates, the powers and duties to determine the following, such delegation to be effective only if the Board of Supervisors shall not then be in session (the Board not to be deemed in session if less than a quorum is present and voting):

(a) The aggregate principal amount of the 2016 A Refunding Bonds, such amount not to exceed the amount required to fund a sufficient escrow to defease the 2016 A Refunded Bonds in accordance with the General Bond Resolution and pay the costs of issuance of the 2016 A Refunding Bonds and defeasing the 2016 A Refunded Bonds;

(b) Subject to the provisions of Section 6 hereof, whether the VRA Bonds shall be refunded by 2016 B Subordinate Refunding Bonds or shall be refinanced with VRA;

(c) If VRA Bonds shall be refunded by the 2016 B Subordinate Refunding Bonds, the aggregate principal amount of the 2016 B Subordinate Refunding Bonds, such amount not to exceed the amount required to defease the VRA Bonds in accordance with the General Bond Resolution and pay the costs of issuance of the 2016 B Subordinate Refunding Bonds and defeasing the VRA Bonds;

(d) The respective annual maturity dates and any mandatory redemption dates of the 2016 A Refunding Bonds, and the respective principal amounts of the 2016 A Refunding Bonds to mature or be redeemed on such dates, provided that the final maturity date shall not be later than December 31, 2042;

(e) The respective annual maturity dates and any mandatory redemption dates of the 2016 B Subordinate Refunding Bonds, and the respective principal amounts of the 2016 B Subordinate Refunding Bonds to mature or be redeemed on such dates, provided that the final maturity date shall not be later than December 31, 2022;

(f) Subject to the provisions of Section 6 hereof, whether the Refunding Bonds shall be sold in a competitive sale process or in a negotiated sale to one or more underwriters;

(g) The dated date of the Refunding Bonds; provided, however, the bonds shall be dated their date of issue or as of a customary date preceding their date of issue;

(h) The Refunding Bonds shall be dated as of a customary date preceding their date of issue and shall bear interest from such dated date payable semi-annually thereafter, provided that the first interest payment date shall be not more than ten (10) months after the dated date of the Refunding Bonds;

(i) The semi-annual interest payment dates, or such other interest payment dates deemed applicable, for the bonds and the record date for the Refunding Bonds;

(j) The status of the Refunding Bonds as Serial Bonds or Term Bonds or a combination thereof;

(k) The amount to release from the Debt Service Subfund and Reserve Subfund, if any, as an additional source of funds to defease the 2016 A Refunded Bonds; provided that the amount on deposit in the Reserve Subfund after such release shall not be less than the Reserve Subfund Requirement;

(l) The optional redemption provisions of the 2016 A Refunding Bonds and the 2016 B Subordinate Refunding Bonds, if applicable, provided that the Refunding Bonds shall be made subject to redemption at the option of the County on a date or dates and at the price of par plus accrued interest plus a redemption premium ("Redemption Premium") not in excess of three percent (3%), the first such date on which such a redemption may occur (the "First Redemption Date") to be no later than the eleventh (11th) anniversary of the dated date of the Bonds;

(m) The particular Escrow Securities (as defined in the Escrow Deposit Agreement hereinafter mentioned) and the form thereof and the terms of any related agreement with respect thereto that in his judgment will improve the efficiency of the Escrow Securities in defeasing the 2016 A Refunded Bonds and the 2016 B Subordinate Refunded Bonds, if applicable; and

(n) The particular Refunding Candidates or VRA Bonds to be refunded if less than all of the Refunding Candidates or VRA Bonds are selected to be refunded. Provided, however, that the present value of the debt service savings to be obtained from the refunding of the Refunded Bonds shall not be less than 3.0% of the principal amount of such Refunded Bonds.

Section 4. Designations. Pursuant to the General Bond Resolution, the County hereby appoints U.S. Bank National Association, Richmond, Virginia, as (i) Paying Agent and Bond Registrar for the Bonds, (ii) as Depositary for the Bonds and (iii) Escrow Agent under the Escrow Deposit Agreement.

Section 5. Redemption Provisions. (a) When the Refunding Bonds become subject to redemption as determined in accordance with Section 3(l), they may be redeemed prior to their respective maturities, at the option of the County, from any moneys that may be made available for such purpose other than moneys set aside in respect of the Sinking Fund Requirement, either in whole or in part on any date, at the applicable redemption prices expressed as a percentage of the principal amount of Refunding Bonds to be redeemed, together with the interest accrued thereon to the date fixed for redemption.

Any notice of optional redemption of the Refunding Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Refunding Bonds called for redemption will become due and payable. If the County gives a

conditional notice of redemption, and the amount of money to pay the redemption price of the affected Refunding Bonds shall have been set aside with the Trustee or a depository (either, a “depository”) for the purpose of paying such Refunding Bonds, then on the redemption date the Refunding Bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the Refunding Bonds called for redemption, thereafter no interest will accrue on those Refunding Bonds, and a bondholder’s only right will be to receive payment of the redemption price upon surrender of those Refunding Bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board.

(b) In the event that any of the Refunding Bonds will be a Term Bond or Bonds, then the following provisions shall apply to such Term Bond or Bonds:

Any Term Bond or Bonds shall be called for redemption, in part, on July 15, or date determined pursuant to the delegation in Section 3 hereof, in such years and in the principal amounts equal to the respective Sinking Fund Requirements for such Term Bonds, which Sinking Fund Requirement shall correspond to the maturities of the Serial Bonds subsumed in such Term Bond or Bonds (less the principal amount of any Term Bond retired by purchase and otherwise subject to adjustment as herein provided in this Section) from moneys in the Debt Service Subfund at a redemption price equal to par plus accrued interest thereon to the date fixed for redemption.

Amounts accumulated for each Sinking Fund Requirement may be applied by the County prior to the giving of notice of redemption of the Refunding Bonds on account of such Sinking Fund Requirement to the purchase for cancellation of Refunding Bonds at a cost not exceeding the principal amount thereof plus accrued interest, and upon any such purchase, an amount equal to the principal amount thereof shall be credited toward the applicable Sinking Fund Requirement. The accrued interest on any Refunding Bonds so purchased shall be paid from moneys in the appropriate special account in the Debt Service Subfund established in respect of the interest accrued on the Refunding Bonds.

If at the close of any Principal Payment Date the total principal amount of the Term Bonds of any maturity of each series retired by purchase or redemption or called for redemption under the provisions of this Series Resolution prior to such Principal Payment Date shall be in excess of the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity and Series on such Principal Payment Date, then, the total amount of the Sinking Fund Requirements for the Term Bonds of such maturity and series for all subsequent Principal Payment Dates shall be reduced by the amount of such excess. The amount of the reduction in the Sinking Fund Requirement for each such subsequent Principal Payment Date shall be specified in a certificate of a County Representative filed with the Clerk to the Board of Supervisors.

It shall be the duty of the Department of Finance of the County, on or before the 1st day of December, to compute the Sinking Fund Requirements for all subsequent Principal Payment Dates for the Term Bonds of each Series then Outstanding. The Sinking Fund Requirements for the next succeeding Principal Payment Date shall continue to be applicable and no further adjustment shall be made therein by reason of Refunding Bonds purchased or redeemed prior to the next succeeding Principal Payment Date.

Any such redemption, either in whole or in part, shall be made in the manner and under the terms and conditions provided in the General Bond Resolution.

Section 6. Sale of the Refunding Bonds.

(a) **Sale.** The Refunding Bonds shall be offered in a negotiated sale or for competitive bidding to one or more underwriters on such dates as a Delegate determine in consultation with the County's Financial Advisor, such dates to be not later than December 31, 2016. Any refinancing of the VRA Bonds with VRA shall be effectuated on such dates determined by a Delegate and VRA.

(b) (i) **Negotiated Sale Delegation.** Each Delegate, is hereby authorized to sell the Refunding Bonds in a negotiated sale to one or more underwriters through the execution of a bond purchase agreement on one or more dates not later than December 31, 2016, subject to the following conditions: (A) the true interest cost of the Refunding Bonds sold shall not exceed 5.0%, (B) the underwriter(s) of the Refunding Bonds shall have been chosen pursuant to County guidelines and (C) the present value of the debt service savings, as calculated by the Financial Advisor, to be obtained from the issuance of the Refunding Bonds and the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds.

(ii) **Competitive Sale Delegation.** Each Delegate, is hereby authorized to accept the lowest bid (determined in accordance with the Notice of Sale (described herein)) for the Refunding Bonds, being offered for sale by the Board of Supervisors at competitive bidding on one or more dates not later than December 31, 2016, subject to the following conditions: (A) the Financial Advisor to the County shall have recommended that due to financial market conditions such a competitive sale best serves the interest of the County, (B) a Delegate shall have determined that the bid conforms in all material respects to the requirements of the Notice of Sale, (C) a Delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the Notice of Sale, (D) the Financial Advisor to the County shall have recommended that the lowest conforming bid be accepted, (E) the true interest cost of such bid shall not exceed 5.0% and (F) the present value of the debt service savings, as calculated by the Financial Advisor, to be obtained from the issuance of the Refunding Bonds and the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds.

In the event of a competitive sale by the County the distribution of an Official Notice of Sale (the "Notice of Sale"), substantially in the form previously used for County bond sales, is hereby authorized. County staff is also authorized to take any actions necessary or appropriate for selling the Bonds in a competitive sale pursuant to bids received electronically via the PARITY Competitive Bidding System or similar electronic based competitive bidding system. The award of the Bonds as contemplated by Section 6(b)(ii) of this Series Resolution shall be conclusive evidence of the approval of the terms of the Notice of Sale.

(c) **Bond Purchase Agreement.** The form of Bond Purchase Agreement presented to this meeting providing for the purchase of the Refunding Bonds, is hereby approved and the Chairman or Vice Chairman of the Board or a Delegate, as appropriate, be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County a Bond Purchase Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing a Bond Purchase Agreement, their execution thereof being conclusive evidence of such approval.

Section 7. Official Statement. A Preliminary Official Statement of the County relating to the Refunding Bonds shall be prepared, and the preparation and circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the underwriter(s) of a reasonable number of copies thereof as so completed (the “final Official Statement”) are hereby approved and authorized, and the Chairman or Vice Chairman of the Board of Supervisors is hereby authorized and directed to execute and deliver the final Official Statement, both the Preliminary Official Statement and the final Official Statement to be in substantially the form of the draft Preliminary Official Statement presented at this meeting, with the changes contemplated hereby and such other changes as the Chairman or Vice Chairman may approve, his or her signature on the final Official Statement to be conclusive evidence of his or her approval thereof.

Section 8. Continuing Disclosure Agreement. The execution and delivery of a continuing disclosure agreement (the “Continuing Disclosure Agreement”) is hereby authorized, said Continuing Disclosure Agreement to be substantially in the form presented at the meeting at which this Series Resolution is adopted, with such changes, insertions and omissions as may be approved by the Chairman or Vice Chairman of the Board of Supervisors, the County Executive or the Chief Financial Officer of the County, the execution of the Continuing Disclosure Agreement to be conclusive evidence of any such approval of any such changes, insertions and omissions therein.

Section 9. Manner of Execution of Bonds. The Refunding Bonds shall be executed with the facsimile signatures of the Chairman of the Board of Supervisors and the Clerk of the Board, and a facsimile of the official seal of the Board shall be imprinted on the Refunding Bonds. The Refunding Bonds shall be authenticated by the Bond Registrar for the Refunding Bonds, and shall be delivered to or for the account of the purchaser of the Refunding Bonds upon receipt of the purchase price of the Refunding Bonds.

Section 10. Escrow Deposit Agreement. The execution and delivery of an escrow deposit agreement (the “Escrow Deposit Agreement” between the County and U.S. Bank National Association, Richmond, Virginia which will act as escrow agent for the Refunding Bonds), is hereby authorized, said Escrow Deposit Agreement to be substantially in the form presented to this meeting, with such changes, insertions and omissions as may be approved by a Delegate, the execution of the Escrow Deposit Agreement by the Delegate to be conclusive evidence of any such approval of any changes, insertions and omissions therein.

Section 11. Application of Proceeds of Bonds. (a) The proceeds of the 2016 A Refunding Bonds shall be deposited in accordance with the provisions of the General Bond Resolution as follows:

(1) the accrued interest on the 2016 A Refunding Bonds shall be paid to the Depository thereof for deposit to the Debt Service Subfund;

(2) an amount that taking into account the amount described in the following paragraph, together with the interest that shall accrue and the principal that shall mature on the Escrow Securities, if any, shall be sufficient to pay the principal of and redemption premium, if any, and the interest on the 2016 A Refunded Bonds to their redemption date shall be paid to the Escrow Agent, for deposit to the credit of the Escrow Fund, to be held in trust by such Escrow Agent for the sole and exclusive purpose of paying such principal, redemption premium and interest;

(3) to the credit of a separate account within the Revenue Subfund, the estimated amount of the cost of issuing such 2016 A Refunding Bonds; and

(4) any balance of such proceeds shall be paid to the Depositary for deposit to the credit of the Debt Service Subfund.

In the event that after a valuation by the Depositary or the County, as appropriate, of the amounts to the credit of the Reserve Subfund or any other Subfund or account created pursuant to the General Bond Resolution, the Depositary determines that the balance of the credit of such Subfund or account exceeds the amount required to be on deposit therein on account of all Bonds and Parity Indebtedness outstanding after the issuance of the 2016 A Refunding Bonds, such excess shall be paid to the Escrow Agent for deposit to the credit of the escrow for the 2016 A Refunded Bonds or for any other purpose allowed by the General Bond Resolution.

(b) The proceeds of the 2016 B Subordinate Refunding Bonds shall be deposited in accordance with the provisions of the General Bond Resolution as follows:

(1) the accrued interest on the 2016 B Subordinate Refunding Bonds shall be paid to the Depositary thereof for deposit to the Subordinate Obligations Subfund;

(2) an amount that taking into account the amount described in the following paragraph, shall be sufficient to pay the principal of and redemption premium, if any, and the interest on the VRA Bonds to their redemption date shall be paid to VRA;

(3) to the credit of a separate account within the Subordinate Obligations Subfund, the estimated amount of the cost of issuing such 2016 B Subordinate Refunding Bonds; and

(4) any balance of such proceeds shall be paid to the Depositary for deposit to the credit of the Subordinate Obligations Subfund.

Moneys deposited in each of the Subfunds shall be held in trust and disbursed in accordance with the General Bond Resolution.

Section 12. Tax Covenant. The County covenants that it will comply with the provisions of the Internal Revenue Code of 1986, as amended, to the extent necessary so that interest on the Refunding Bonds will remain excludable from gross income from existing Federal income tax to the same extent as it is excludable on the date of the issuance of the Refunding Bonds.

Section 13. Definitions. All terms not otherwise defined herein shall have the meanings ascribed thereto by the General Bond Resolution.

Section 14. Authority of Officers. The officers and agents of Fairfax County are hereby authorized and directed to do all the acts and things required of them by the bonds and by this resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the bonds and in this Series Resolution.

Section 15. Effectiveness. This Series Resolution shall take effect immediately upon its adoption. This Series Resolution shall also serve as a supplemental resolution to the General Resolution pursuant to Section 1101 of the General Resolution.

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016**NEW ISSUE**

RATINGS: Fitch..... “_____”
 Moody’s..... “_____”
 Standard & Poor’s “_____”

Full Book-Entry

In the opinion of Bond Counsel, under current law and assuming continuing compliance with the certain tax covenants and requirements of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2016 [A] Bonds will not be includable in the gross income of the owners thereof for federal income tax purposes. Under existing law, the interest on the 2016 [A] Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended, to the extent that such interest is excludable from gross income for federal income tax purposes. See “TAX MATTERS” herein for further information.

\$ _____ *

FAIRFAX COUNTY, VIRGINIA
SEWER REVENUE REFUNDING BONDS,
SERIES 2016 [A]

Dated: Date of Delivery**Due: July 15, as shown below**

Interest on the 2016 [A] Bonds will be payable on each January 15 and July 15, commencing _____, 20____. The 2016 [A] Bonds will be issuable in denominations of \$5,000 and any integral multiple thereof.

The 2016 [A] Bonds maturing after [_____, 20____], are subject to redemption prior to maturity as a whole or in part at any time on or after _____, 20____, at a redemption price equal to the principal amount thereof plus accrued interest.

The 2016 [A] Bonds are being issued to refund certain of the outstanding sewer revenue bonds issued by the County in 2009 and 2012 under the General Bond Resolution.

Payment of the principal of and redemption premium, if any, and the interest on the 2016 [A] Bonds is secured by a pledge of Gross Revenues derived by the County from the ownership and the operation of the County’s sewage collection, treatment and disposal systems (the “System”), after provision for payment of the operating expenses of the System. **The 2016 [A] Bonds shall not be deemed to constitute a pledge of the full faith and credit of the Commonwealth of Virginia (the “Commonwealth”) or of any political subdivision thereof, including the County. Neither the full faith and credit of the Commonwealth nor the full faith and credit of the County are pledged to the payment of the principal of or premium, if any, or interest on the 2016 [A] Bonds, and the issuance of the 2016 [A] Bonds shall not directly or indirectly or contingently obligate the Commonwealth or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Bond Resolution (defined herein).**

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS

Maturity Date (July 15)	Principal Amount*	Interest Rate	Price or Yield	CUSIP†
[2017	\$	%	%	
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030]				

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and the County does not make any representation with respect to such numbers or undertake any responsibility for their accuracy.

The 2016 [A] Bonds are offered for delivery when, as and if issued, subject to the approving opinion of Sidley Austin LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for the County by David P. Bobzien, Esquire, County Attorney, and for the Underwriters by _____. The 2016 [A] Bonds will be available for delivery in New York, New York, through the facilities of DTC on or about _____, 2016.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

_____, 2016

* Preliminary, subject to change.

Fairfax County, Virginia

BOARD OF SUPERVISORS

Sharon Bulova, *Chairman*
Penelope A. Gross, *Vice Chairman*
John C. Cook
John W. Foust
Patrick S. Herrity
Catherine M. Hudgins
Jeffrey C. McKay
Kathy L. Smith
Linda Q. Smyth
Daniel G. Storck

COUNTY OFFICIALS

Edward L. Long Jr., *County Executive*
Robert A. Stalzer, *Deputy County Executive*
David P. Bobzien, *County Attorney*
David J. Molchany, *Deputy County Executive*
David M. Rohrer, *Deputy County Executive*
Patricia D. Harrison, *Deputy County Executive*
Christopher J. Pietsch, *Director, Department of Finance*
Joseph M. Mondoro, *Chief Financial Officer*
James W. Patteson, P.E., *Director, Department of Public Works and Environmental Services*
Randolph W. Bartlett, P.E., *Deputy Public Works Director for Wastewater and Stormwater Management Programs*
Shahram Mohsenin, P.E., *Director, Wastewater Planning and Monitoring Division*
Jeffrey Kent, *Financial Manager, Wastewater Management Program*

FINANCIAL ADVISOR

Public Financial Management, Inc.
4350 North Fairfax Drive
Suite 580
Arlington, Virginia 22203-1547
(703) 741-0175

BOND COUNSEL

Sidley Austin LLP
1501 K Street, N.W.
Washington, D.C. 20005
(202) 736-8350

DEPOSITARY AND BOND REGISTRAR

U.S. Bank National Association
1021 E. Cary Street, Suite 1850
Richmond, Virginia 23219
(804) 771-7932

No person has been authorized by the County to give any information or to make any representations with respect to the County or the 2016 [A] Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations may not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2016 [A] Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the 2016 [A] Bonds. Any electronic reproduction of this Official Statement may contain computer generated errors or other deviations from the printed Official Statement. In any such case, the printed version controls.

Forward-Looking Statements. Certain statements contained in this Official Statement that are not historical facts are forward looking statements, which are based on the County's beliefs, as well as assumptions made by, and information currently available to, its officers and personnel. Because the statements are based on expectations about future events and economic performance and are not statements of fact, actual results may differ materially from those projected. The words "anticipate," "assume," "estimate," "expect," "objective," "projection," "forecast," "goal," "budget," or similar words are intended to identify forward looking statements. The words or phrases "to date," "now," "currently," and the like are intended to mean as of the date of the Official Statement.

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OFFICIAL STATEMENT
FAIRFAX COUNTY, VIRGINIA

Regarding

\$ _____ *
Sewer Revenue Refunding Bonds, Series 2016 [A]

INTRODUCTION

The purpose of this Official Statement, which includes the cover and inside cover pages and the appendices hereto, is to furnish information in connection with the sale by Fairfax County, Virginia (the “County”), of its \$ _____ * Sewer Revenue Refunding Bonds, Series 2016 [A] (the “2016 [A] Bonds”).

Authorization

The 2016 [A] Bonds will be issued pursuant to, and secured under, the General Bond Resolution adopted by the Board of Supervisors of Fairfax County (the “Board of Supervisors”) on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, and further amended and restated on May 18, 2009, effective July 1, 2009 (the “General Bond Resolution”). The General Bond Resolution, as supplemented by a Series Resolution adopted by the Board of Supervisors on February 16, 2016 (the “2016 Series Resolution”), provides for the issuance of the 2016 [A] Bonds.

The General Bond Resolution, as supplemented, is hereinafter referred to as the “Bond Resolution.” The General Bond Resolution was adopted pursuant to Article 3, Chapter 21, Title 15.2, Code of Virginia, 1950, as amended, and Chapter 26, Title 15.2, Code of Virginia, 1950, as amended (collectively, the “Act”).

Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in Appendix C - “SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Definitions of Certain Terms.”

Purpose

The 2016 [A] Bonds are being issued to provide funds, with other available funds, to refund all or a portion of the County’s outstanding Sewer Revenue Bonds, Series 2009 that mature on July 15, 20__, through July 15, 20__ * (the “2009 Refunding Candidates”) and Sewer Revenue Bonds, Series 2012 that mature on July 15, 20__, through July 15, 20__ * (the “2012 Refunding Candidates”) and together with the 2009 Refunding Candidates, the “Refunding Candidates”), which were issued and are outstanding under the General Bond Resolution. The purpose of the refunding is to achieve present value debt service savings. The County’s decision whether to refund any given maturity of the Refunding Candidates is subject to prevailing market conditions at the time of the sale of the 2016 [A] Bonds. The County may refund only certain maturities of the Refunding Candidates if such refunding permits the County to meet certain savings targets. The 2009 Refunding Candidates, if any, that are refunded with proceeds of the Bonds are referred to as the “2009 Refunded Bonds” and the 2012 Refunding Candidates, if any, that are

* Preliminary, subject to change

refunded with proceeds of the Bonds are referred to as the “2012 Refunded Bonds” and together with the 2009 Refunded Bonds are referred to as the “Refunded Bonds.” See “Refunding Plan.”

Existing Indebtedness

Beginning in 1986, the County has issued several series of bonds under the General Bond Resolution for the benefit of the County’s sewage collection, treatment and disposal systems (the “System”), including \$104,000,000 Sewer Revenue Bonds, Series 1996 (the “1996 Bonds”) issued to provide funds for (i) paying a portion of the costs of certain additions, extensions and improvements to the System, (ii) making a deposit to the Reserve Subfund, and (iii) paying the costs of issuing the 1996 Bonds. The County also issued \$94,005,000 Sewer Revenue Refunding Bonds, Series 2004 (the “2004 Bonds”) on October 14, 2004, to provide funds, with other available funds, to refund the \$91,430,000 of the County’s outstanding 1996 Bonds that were scheduled to mature on and after July 15, 2007. On June 17, 2009, the County issued \$152,255,000 Sewer Revenue Bonds, Series 2009 (the “2009 Bonds”) to provide funds to finance capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County. In addition, on August 8, 2012, the County issued \$90,710,000 Sewer Revenue Bonds, Series 2012 (the “2012 Bonds”) to provide funds, for paying a portion of capital improvement costs allocable to the County at certain wastewater treatment facilities that are owned by, or that provide service to, the County, which are required by the Commonwealth of Virginia Department of Environmental Quality to reduce total nitrogen discharge to required limits, the purchase of additional capacity at certain wastewater treatment facilities for the benefit of the County and the costs of certain additions, extensions and improvements to the County’s sewage collection, treatment and disposal systems. On April 16, 2014 the County issued \$61,755,000 Sewer Revenue Refunding Bonds, Series 2014 (the “2014 Bonds”) to refund the 2004 Bonds that matured on or after July 15, 2015.

The outstanding 2009 Bonds, 2012 Bonds, 2014 Bonds, the 2016[A] Bonds and any Additional Bonds and any Refunding Bonds issued on a parity under the General Bond Resolution are herein referred to as “Bonds.” As of April 1, 2016, there will be outstanding under the General Bond Resolution, \$136,465,000 aggregate principal amount of 2009 Bonds, \$86,265,000 aggregate principal amount of 2012 Bonds, \$58,580,000 aggregate principal amount of 2014 Bonds and certain other Subordinate Indebtedness. As of the date of issuance of the 2016 [A] Bonds, the 2009 Bonds, the 2012 Bonds, the 2014 Bonds and the 2016 [A] Bonds will be the only Bonds outstanding under the General Bond Resolution. See “THE SYSTEM—Sewer Revenue Bonds, Debt Service Payments and Other Debt Obligations.”

The County may also incur additional “Parity Indebtedness,” payable on a parity with, and “Subordinate Obligations,” payable on a subordinated basis to, its Bonds. Any Parity Indebtedness would be payable on a parity with Bonds from Gross Revenues after provision for Operating Expenses but has no claim on the Reserve Subfund established for Bonds. See “DEBT SERVICE REQUIREMENTS” and “THE SYSTEM—Sewer Revenue Bonds, Debt Service Payments, and Other Debt Obligations.” See also “SECURITY FOR AND SOURCES OF PAYMENT OF THE 2016 [A] BONDS—Additional Parity Debt” and “—Subordinate Obligations” and APPENDIX C - “SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Additional Indebtedness.”

Refunding Plan

The County will use the proceeds of the 2016 [A] Bonds to pay certain costs in connection with the issuance of the 2016 [A] Bonds and to provide for the redemption of the Refunded Bonds by depositing with U.S. Bank National Association, Richmond, Virginia, as escrow agent, pursuant to an escrow deposit agreement, cash and non-callable, direct obligations of the United States of America, the maturing principal of and interest on which, together with such cash, will be sufficient to pay all principal,

applicable redemption premium, and interest on the Refunded Bonds to their redemption date. The 2009 Refunded Bonds will be called for redemption on their July 15, 2019 redemption date at the redemption price of 100% of their principal amount and the 2012 Refunded Bonds will be called for redemption on their [July 15, 2021] redemption date at the redemption price of 100% of their principal amount. The sufficiency of the cash and securities deposited with the escrow agent to pay the principal of and interest on the Refunded Bonds will be verified by Robert Thomas CPA, LLC. Set forth below are the Refunded Bonds and their original CUSIP numbers.

Refunding Candidates*

<u>Refunded Bonds</u>	<u>Maturities</u>	<u>Amount</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number</u> [†]
2009 Bonds	July 15, 20__	\$	July 15, 2019	100%	303867
	July 15, 20__		July 15, 2019	100	303867
	July 15, 20__		July 15, 2019	100	303867
	July 15, 20__		July 15, 2019	100	303867
	July 15, 20__		July 15, 2019	100	303867
	July 15, 20__		July 15, 2019	100	303867
	July 15, 20__		July 15, 2019	100	303867
	July 15, 20__		July 15, 2019	100	303867
	July 15, 20__		July 15, 2019	100	303867
	July 15, 20__		July 15, 2019	100	303867
2012 Bonds	July 15, 20__		July 15, 2021	100	303867
	July 15, 20__		July 15, 2021	100	303867
	July 15, 20__		July 15, 2021	100	303867
	July 15, 20__		July 15, 2021	100	303867
	July 15, 20__		July 15, 2021	100	303867
	July 15, 20__		July 15, 2021	100	303867
	July 15, 20__		July 15, 2021	100	303867
	July 15, 20__		July 15, 2021	100	303867
	July 15, 20__		July 15, 2021	100	303867
	July 15, 20__		July 15, 2021	100	303867

[†] CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and the County does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the 2016 [A] Bonds.

* Preliminary, subject to change

SOURCES AND USES OF FUNDS

The estimated sources and uses of the proceeds of the 2016 [A] Bonds are set forth below.

Sources	
Par Amount of 2016 [A] Bonds	\$
Net Offering Premium/Discount	
[Release from Debt Service Subfund/Reserve Subfund]	
Total Sources	<u>\$</u>
Uses	
Deposit in Escrow Account.....	\$
Underwriters' Discount.....	
Issuance Expenses	
Total Uses	<u>\$</u>

DESCRIPTION OF THE 2016 [A] BONDS

General

The 2016 [A] Bonds will be dated their date of delivery, will be issued in the respective aggregate principal amounts and will bear interest at the rates and will mature on _____, in the years and in the principal amounts as set forth on the cover page of this Official Statement. U.S. Bank National Association will act as Bond Registrar for the 2016 [A] Bonds.

Interest on the 2016 [A] Bonds will be payable on each _____ and _____, commencing _____, 20____. The 2016 [A] Bonds will be issuable in denominations of \$5,000 and any integral multiple thereof under the book-entry system of The Depository Trust Company, and principal and interest on the 2016 [A] Bonds will be payable, in the manner described below under "Book-Entry-Only System."

Book-Entry-Only System

The description which follows of the procedures and recordkeeping with respect to beneficial ownership interests in the 2016 [A] Bonds, payments of principal of and interest on the 2016 [A] Bonds to The Depository Trust Company, New York, New York ("DTC"), its nominee, Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the 2016 [A] Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the 2016 [A] Bonds. The 2016 [A] Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2016 [A] Bond certificate will be issued for each maturity of 2016 [A] Bonds, each in the aggregate principal amount of such quantity of 2016 [A] Bonds.

DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A

of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2016 [A] Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2016 [A] Bonds on DTC's records. The ownership interest of each actual purchaser of the 2016 [A] Bonds ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the 2016 [A] Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bond certificates representing their ownership interests in the 2016 [A] Bonds, except in the event that use of the book entry system for the 2016 [A] Bonds is discontinued.

To facilitate subsequent transfers, all 2016 [A] Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2016 [A] Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2016 [A] Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2016 [A] Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2016 [A] Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2016 [A] Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2016 [A] Bond documents. For example, Beneficial Owners of the 2016 [A] Bonds may wish to ascertain that the nominee holding the 2016 [A] Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2016 [A] Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2016 [A] Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2016 [A] Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the 2016 [A] Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the County or Depository (defined herein) or the Trustee, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County or Depository, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC), is the responsibility of the County or Depository, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2016 [A] Bonds at any time by giving reasonable notice to the County or Depository. Under such circumstances, in the event that a successor depository is not obtained, certificates for the 2016 [A] Bonds are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the 2016 [A] Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

The County may enter into amendments to the agreement with DTC, or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the 2016 [A] Bonds without the consent of Beneficial Owners.

Redemption Provisions

Optional Redemption

The 2016 [A] Bonds that mature on or before ____, 20__*, are not subject to redemption before maturity. The 2016 [A] Bonds that mature after ____, 20__*, may be redeemed, at the option of the County, before their respective maturities on any date not earlier than ____, 20__, as a whole or in part

* Preliminary, subject to change

(in integral multiples of \$5,000), upon payment of the redemption price of the principal amount thereof plus accrued interest to the redemption date.

Selection of 2016 [A] Bonds for Redemption

The 2016 [A] Bonds shall be redeemed only in denominations of \$5,000 and in whole multiples of \$5,000. In selecting 2016 [A] Bonds for redemption, the County shall treat each 2016 [A] Bond as representing the number of 2016 [A] Bonds that is obtained by dividing the principal amount of such 2016 [A] Bond by \$5,000. If less than all of the 2016 [A] Bonds of any maturity shall be called for redemption, the particular 2016 [A] Bonds or portions thereof to be redeemed shall be selected by the County by such method as the County in its sole discretion deems fair and appropriate.

Notice of Redemption

Each notice of redemption of 2016 [A] Bonds shall set forth the 2016 [A] Bonds or portions thereof to be redeemed, the date fixed for redemption, the Redemption Price to be paid, and, if less than all the 2016 [A] Bonds shall be called for redemption, the maturities of the 2016 [A] Bonds to be redeemed. If less than all of the 2016 [A] Bonds of any one maturity then outstanding shall be called for redemption, such notice shall also set forth the distinctive numbers and letters, if any, of such 2016 [A] Bonds to be redeemed and, in the case of 2016 [A] Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any 2016 [A] Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such 2016 [A] Bond, a new 2016 [A] Bond in principal amount equal to the unredeemed portion of such 2016 [A] Bond and of the same maturity will be issued.

Such notice shall be given by mail at least 30 days prior to the date fixed for redemption to the owners of 2016 [A] Bonds to be redeemed; provided, however, that any defect in such notice or the failure to mail such notice to any owner owning any 2016 [A] Bonds to be redeemed shall not affect the validity of the proceedings for the redemption of any other 2016 [A] Bonds.

Any notice of optional redemption of the 2016 [A] Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

SECURITY FOR AND SOURCES OF PAYMENT OF THE 2016 [A] BONDS

Pledge by Bond Resolution

The 2016 [A] Bonds, the 2014 Bonds, the 2012 Bonds, the 2009 Bonds and any Additional Bonds and Refunding Bonds issued, and any Parity Indebtedness incurred, under the General Bond Resolution will be secured as to the payment of the principal thereof and redemption premium, if any, and the interest thereon by a pledge of the Gross Revenues derived by the County from the ownership and operation of the System, subject to the prior provision for the payment of the Operating Expenses of the System ("Net Revenues"), as provided in the Bond Resolution. See Appendix C - "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION - Definitions of Certain Terms" and "- Collection and Disposition of Revenues."

The 2016 [A] Bonds shall not be deemed to constitute a pledge of the full faith and credit of the Commonwealth of Virginia (the “Commonwealth”) or of any political subdivision thereof, including the County. Neither the full faith and credit of the Commonwealth nor the full faith and credit of the County are pledged to the payment of the principal of or premium, if any, or interest on the 2016 [A] Bonds, and the issuance of the 2016 [A] Bonds shall not directly or indirectly or contingently obligate the Commonwealth or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under the Bond Resolution.

Flow of Funds

The County has established, under the Bond Resolution, the following subfunds and accounts within the Integrated Sewer System Fund of the County, to be held either by the County or by a Depositary, currently U.S. Bank National Association, Richmond, Virginia, for the application of proceeds of Additional Bonds and the application of Gross Revenues:

<u>Subfunds</u>	<u>Held By</u>
Construction Subfund	County
Revenue Subfund	County
Debt Service Subfund	
Bond Interest and Principal Accounts	Depositary
Accounts for Parity Debt Service Components	County
Reserve Subfund	Depositary
Subordinate Obligations Subfund	County
Extension and Improvement Subfund	County

Pursuant to the Bond Resolution, all Gross Revenues received by the County are to be deposited in the Revenue Subfund. The money to the credit of the Revenue Subfund following the withdrawal of money from such Subfund and the payment of Operating Expenses and the application of such money, as described herein, may be used by the County for any lawful purpose of the System. After an amount equal to the Operating Expenses (excluding expenses for extraordinary repairs or maintenance) due and payable in such month has been paid or set aside for payment, amounts in the Revenue Subfund are to be deposited on or before the 25th day of each month (a “Deposit Day”), except as described below, in the following subfunds and accounts in the following order:

First, to the Debt Service Subfund, including the 2009, 2012, 2014 and 2016 Interest and Principal Accounts, or, in the case of Parity Indebtedness, to the credit of a special account in the Debt Service Subfund, after first taking into account any accrued interest deposited from the proceeds of any Bonds and any transfers from the Construction Subfund pursuant to the Bond Resolution, the sum of (i) so much of the Interest Requirement for the Bonds as would accrue during such month, (ii) so much of the Principal Requirement for such Bonds as would accrue during such month, and (iii) such amount of the Debt Service Requirements for Parity Indebtedness as the Chief Financial Officer determines is necessary to accrue in equal monthly installments to ensure the sufficiency of deposits to make timely payment of any Parity Indebtedness.

Second, to the Reserve Subfund, beginning on the Deposit Day of the month next succeeding the month in which an amount is transferred from the Reserve Subfund to the Debt Service Subfund to cure a deficiency therein pursuant to the terms of the Bond Resolution, an amount that, taking into account any gain or loss in a subsequent valuation and together with investment income credited to such Subfund during such month, is equal to one thirty-fifth (1/35th) of the amount or amounts so transferred until the

amount then on deposit in the Reserve Subfund is equal to the current Reserve Subfund Requirement for the Bonds secured thereby.

Third, to the Subordinate Obligations Subfund, an amount that, together with funds then held to the credit of the Subordinate Obligations Subfund, will make the total amount then to the credit of the Subordinate Obligations Subfund equal to the entire aggregate amount of the Subordinate Obligations due and payable prior to the Deposit Day of the next succeeding month.

Fourth, to the Extension and Improvement Subfund, an amount that, together with funds then held to the credit of the Extension and Improvement Subfund, will make the total amount then to the credit of the Extension and Improvement Subfund equal to the amount, if any, budgeted for expenditure therefrom by the County in its Annual Budget.

The payments and deposits so required are to be cumulative, and the amount of any deficiency in any month is to be added to the amount otherwise required to be paid or deposited in each month thereafter until such time as such deficiency has been made up. Notwithstanding the foregoing clauses *First*, *Second* and *Third*, if there is to the credit of any of such Subfunds on a Deposit Day the amount required to be on deposit to the credit of such Subfund on the next Interest Payment Date or the next Principal Payment Date or the next Parity Indebtedness payment date or Subordinate Obligations payment date, no further deposit into such Subfund on account of the requirements of such clauses will then be required.

Reserve Subfund

Pursuant to the General Bond Resolution, the County is required to maintain with a Depositary, for the benefit of the Bonds, including the 2016 [A] Bonds, the Reserve Subfund. The Reserve Subfund Requirement with respect to Bonds is equal to the lesser of (i) the maximum Principal and Interest Requirements of the Outstanding Bonds for any Bond Year and (ii) 125% of the average annual Principal and Interest Requirements of the Outstanding Bonds for any Bond Year. On the date of delivery of the 2016 [A] Bonds, \$_____, an amount equal to the Reserve Subfund Requirement for the 2016 [A] Bonds, 2014 Bonds, the outstanding 2012 Bonds that are not Refunded Bonds, the outstanding 2009 Bonds that are not Refunded Bonds (collectively, the "Outstanding Bonds"), will be on deposit in the Reserve Subfund.

The Depositary is to transfer money from the Reserve Subfund to the related Interest and Principal Account in the Debt Service Subfund for the purpose of paying the interest on and principal of (whether at maturity, by acceleration or in satisfaction of a Sinking Fund Requirement) the Outstanding Bonds, whenever and to the extent that the money on deposit in such Interest and Principal Account is insufficient for such purposes.

If on the Business Day next preceding an Interest Payment Date or a Principal Payment Date money to the credit of the applicable Interest and Principal Account in the Debt Service Subfund is not sufficient to pay the principal and interest due and payable on the Outstanding Bonds on such Interest Payment Date or Principal Payment Date, the County, before any transfer is made from the Reserve Subfund, is to transfer from the Revenue Subfund, if and to the extent money in the Revenue Subfund is legally available for such purpose, an amount equal to the deficiency in such Interest and Principal Account.

In the event the County determines to provide for deposits to a separate account within the Reserve Subfund in respect of any Parity Indebtedness, the term "Reserve Subfund Requirement" may be amended to include such additional deposits. No money to the credit of the Reserve Subfund may be

withdrawn and applied to the payment of Parity Indebtedness unless the County has first provided for deposits to a separate account within the Reserve Subfund with respect to such Parity Indebtedness.

See Appendix C - “SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Collection and Disposition of Revenues—*Reserve Subfund*.”

Rate Covenant

The County has covenanted in the General Bond Resolution that it will at all times fix, charge and collect reasonable rates and charges for the use of, and for the services and facilities furnished by, the System and that from time to time, and as often as it shall appear necessary, it will adjust such rates and charges so that in each Bond Year both:

(A) the Net Revenues, excluding, for purposes of the calculation set forth in this clause (A) certain non-recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 125% of the sum of (i) the Principal and Interest Requirements in such Bond Year on account of all the Bonds then outstanding under the Bond Resolution in such Bond Year and (ii) the Debt Service Requirements of Parity Indebtedness in such Bond Year, and

(B) the Net Revenues, including, for purposes of the calculation set forth in this clause (B) certain non-recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 100% of the sum of the amounts described in sub-clauses (A)(i) and (ii) above and the debt service requirements of Subordinate Obligations in such Bond Year.

Under the Act and other applicable laws, the Board of Supervisors of the County is authorized to fix and revise the rates and charges for the services and facilities of the System, and such rates and charges are not subject to regulation by any federal, state or other local entity.

Additional Parity Debt

The 2016 [A] Bonds are secured on a parity as to their lien on Gross Revenues after provisions for Operating Expenses with the Outstanding Bonds and certain Parity Indebtedness (collectively, “Parity Debt”). No Bonds may be issued, or Parity Indebtedness incurred, under the General Bond Resolution except upon compliance with the requirements described below.

Additional Bonds. Additional Bonds, as described in the General Bond Resolution, in excess of such amount initially authorized in the Bond Resolution, may be issued under and secured by the Bond Resolution for such purpose or for paying all or any portion of the cost of projects, including any future additions, enlargements, improvements, extensions, alterations, fixtures, equipment, land, appurtenances and other facilities to or for the System, or the undivided ownership interest of the County therein, or any entitlement to capacity or service, or any obligations of the County under any Service Contract.

The County has covenanted in the General Bond Resolution that in order to issue Additional Bonds the County must meet certain historical and projected tests that show both:

(A) the Net Revenues, excluding, for purposes of the calculation set forth in this clause (A) certain non recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 125% of the sum of (i) the Principal and Interest Requirements in such applicable time period on account of all the Bonds then

outstanding under the Bond Resolution in such Bond Year and (ii) the Debt Service Requirements of Parity Indebtedness in such applicable time period, and

(B) the Net Revenues, including, for purposes of the calculation set forth in this clause (B) certain non recurring revenue such as availability charges, and income previously received and then held by the County under the Bond Resolution, will be sufficient to provide at least 100% of the sum of the amounts described in sub-clauses (A)(i) and (ii) above and the debt service requirements of Subordinate Obligations in such applicable time period. See Appendix C - "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Additional Indebtedness."

Refunding Bonds. Refunding Bonds may be issued from time to time under and secured pursuant to the General Bond Resolution, subject to the conditions provided in the General Bond Resolution, for the purpose of providing funds, with any other available funds, for refunding all or any part of any Indebtedness then outstanding (including, without limitation, Bonds, Parity Indebtedness and Subordinate Obligations that may have been issued or incurred under the provisions of the Act and whether or not under the provisions of the Bond Resolution), including the payment of any redemption premium thereon and interest that will accrue on such Indebtedness to the redemption date or stated maturity date or dates and any expenses in connection with such refunding. The General Bond Resolution requires, among other things, in connection with the issuance of Refunding Bonds that either (A) during the years in which any of the Bonds and Parity Indebtedness not so refunded are outstanding, the maximum Debt Service Requirements on account of all Bonds and Parity Indebtedness outstanding (after the issuance of such Refunding Bonds and after the redemption or provision for payment of the Indebtedness to be refunded) for any Bond Year following the Bond Year in which provision for the payment of the Indebtedness to be refunded is effected shall not exceed the maximum Debt Service Requirements on account of all the Bonds and Parity Indebtedness outstanding (including the Indebtedness to be refunded) immediately prior to the issuance of such Refunding Bonds for any Bond Year following the Bond Year in which provision for payment of the Bonds to be refunded is effected or (B) the County shall demonstrate satisfaction of the tests for the issuance of Additional Bonds as applied mutatis mutandis to the Refunding Bonds to be issued and the project financed from the proceeds of the Indebtedness to be paid or redeemed.

Parity Indebtedness. The County has no outstanding Parity Indebtedness.

The General Bond Resolution permits the County to enter into additional Service Contracts for the benefit of the System provided that any such Service Contract shall specify the items payable as the Debt Service Component of the Cost of Contracted Services and provided further that except in the case of Service Contracts that by their terms do not permit payments from Gross Revenues, the County shall not enter into such additional Service Contracts that would create additional Parity Debt Service Components unless the Chief Financial Officer of the County determines in writing that the requirements for the issuance of Additional Bonds are met. The Chief Financial Officer of the County is to determine in writing on or before the effective date of any new Service Contract the amounts and due dates of any Debt Service Components of the Cost of Contracted Services and any Parity Debt Service Components payable by the County under such Service Contract and the interest and principal portions of such Components.

The County may incur and refund Parity Indebtedness other than Parity Debt Service Components, provided that the documents providing for such Parity Indebtedness are to specify the amounts and due dates of the Debt Service Requirements of such Parity Indebtedness and the principal and interest components of such Debt Service Requirements and that the Bond Registrar is to determine that all the requirements for the issuance of Additional Bonds or Refunding Bonds, as appropriate, have been met as if such Parity Indebtedness to be incurred were an additional Series of Bonds to be issued under the provisions of the Bond Resolution.

See Appendix C - “SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND RESOLUTION—Additional Indebtedness—*Other Parity Indebtedness*.”

Subordinate Obligations

Substantial portions of the County lie in watersheds that flow naturally to other jurisdictions. Consequently, the County has contracts with wastewater systems in neighboring jurisdictions for the treatment of wastewater flows emanating from the County. In two cases, the County has incurred Subordinate Obligations with respect to the capital improvements made by these wastewater systems.

ARE. In 2001 and 2002, the County obtained loans from the Virginia Water Facilities Revolving Fund (the “Fund”) administered by the Virginia Resources Authority in the amounts of \$40 million and \$50 million, respectively, to pay its 60% share of the capital costs associated with certain improvements being made by Alexandria Renew Enterprises (“ARE”) to its wastewater treatment plant in Alexandria, Virginia. The County issued to the Fund “local bonds” as Subordinate Obligations, payable from money in the Subordinate Obligations Subfund under the General Bond Resolution, in evidence of its obligation to repay the 20-year loans. In 2012 the loans were modified to bear interest at the rates of 2.35% and are payable in equal semi-annual installments of principal and interest. The holder of the local bonds may accelerate the maturity thereof in the event of a default thereon. See “DEBT SERVICE REQUIREMENTS” and “THE SYSTEM—Interjurisdictional Service Contracts—*Wastewater Treatment Services Provided by Other Entities*” and “—County Commitments at Treatment Facilities by Interjurisdictional Service Contracts—*Alexandria Renew Enterprises (ARE)*.”

UOSA. Under its contract with the Upper Occoquan Service Authority (“UOSA”) for wastewater treatment services, the County is obligated for a portion of the debt service on bonds issued by UOSA for capital improvements to its wastewater treatment facilities located in Prince William County. Such obligation is expressly made a Subordinate Obligation under the General Bond Resolution. As of June 30, 2015, the County’s obligation for UOSA outstanding debt totaled [\$265,680,621] in principal amount. The contract makes no provision for the acceleration of the County’s obligations under the contract were the County to default thereon. See “DEBT SERVICE REQUIREMENTS” and “THE SYSTEM—Interjurisdictional Service Contracts—*Wastewater Treatment Services Provided by Other Entities*” and “—County Commitments at Treatment Facilities by Interjurisdictional Service Contracts—*Upper Occoquan Service Authority (UOSA)*.”

Additional Subordinate Debt. The County may issue additional Subordinate Obligations in accordance with and as provided in the General Bond Resolution.

DEBT SERVICE REQUIREMENTS

The following table shows total debt service requirements¹ for all Indebtedness of the County relating to the System and payable from the Gross Revenues of the System, prior to the issuance of the 2016 [A] Bonds. – **need to update**

Fiscal Year Ending June 30	Parity Debt ²		Subordinate Debt ³		
	2016 [A] Bonds				
	Principal	Interest	Total	Outstanding Bonds Debt Service ⁴	Total Senior Debt Service
2016				\$20,896,350	\$20,896,350
2017				20,918,500	20,918,500
2018				20,927,625	20,927,625
2019				20,943,250	20,943,250
2020				20,975,625	20,975,625
2021				20,983,750	20,983,750
2022				20,996,875	20,996,875
2023				21,008,625	21,008,625
2024				21,027,500	21,027,500
2025				21,040,650	21,040,650
2026				21,052,325	21,052,325
2027				21,078,950	21,078,950
2028				21,078,713	21,078,713
2029				21,083,138	21,083,138
2030				15,205,338	15,205,338
2031				15,208,188	15,208,188
2032				15,204,625	15,204,625
2033				15,208,563	15,208,563
2034				15,208,788	15,208,788
2035				15,209,200	15,209,200
2036				15,208,588	15,208,588
2037				15,210,625	15,210,625
2038				15,208,975	15,208,975
2039				15,207,300	15,207,300
2040 – 2044				31,877,838	\$31,877,838
Total ⁶				\$	\$

¹ Cash basis. Amounts shown are due on payment dates in the indicated fiscal years.

² The County's only outstanding Parity Debt are the 2014, 2012 and 2009 Bonds.

³ See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2016 A BONDS—Subordinate Obligations" and "THE SYSTEM—Interjurisdictional Service Contracts—County Commitments at Treatment Facilities by Interjurisdictional Service Contracts."

⁴ Reflects principal and interest payable July 15 of the calendar year prior to the fiscal year shown and interest payable January 15 of the same calendar year as the fiscal year shown. Includes the 2009 and 2012 Bonds that will be refunded with the 2016 [A] Bonds.

⁵ Does not reflect anticipated payments by the United States Treasury with respect to UOSA Build America Bonds.

⁶ Columns may not add due to rounding.

FAIRFAX COUNTY

Overview

The County is located in the northeastern corner of the Commonwealth of Virginia (the “Commonwealth”) and encompasses an area of 407 square miles. Its current estimated population is approximately one million. The County is part of the Washington, D.C. metropolitan area, which includes jurisdictions in Maryland, the District of Columbia, and Northern Virginia.

The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of the County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large for a four-year term, and one member from each of nine districts, each elected for a four-year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors.

In Virginia, cities and counties are discrete units of government and do not overlap. Fairfax County completely surrounds the City of Fairfax and is adjacent to the City of Falls Church and the City of Alexandria. Property within these cities is not subject to taxation by Fairfax County, and the County generally is not required to provide governmental services to their residents. The County does, however, provide certain services to the residents of certain of these cities pursuant to agreements with such cities.

In the County there are located three incorporated towns, Clifton, Herndon, and Vienna, which are underlying units of government within the County, and the ordinances and regulations of the County are, with certain limitations prescribed by Virginia law, generally effective in them. Property in these towns is subject to County taxation, and the County provides certain services to their residents. These towns may incur general obligation bonded indebtedness without the prior approval of the County.

Certain County Administrative and Financial Staff Members

Edward L. Long Jr., County Executive, joined the County in 1977 as a Budget Analyst. He served as a Senior Budget Analyst from 1980 to 1983 and as Assistant Director from 1983 to 1989. He was appointed Director of the Office of Management and Budget in October 1989 and Deputy County Executive-Chief Financial Officer (“DCE-CFO”) in 1997. Mr. Long retired as DCE-CFO in May, 2011. Mr. Long was appointed County Executive effective April 25, 2012. Mr. Long has a Bachelor’s Degree in Political Science from Emory & Henry College, Emory, Virginia and a Master’s Degree in Urban Studies from the University of Maryland at College Park. He has served on the Fairfax-Falls Church Community Services Board and is active and has held offices in numerous professional organizations in the Northern Virginia region. Mr. Long serves as an adjunct professor at George Mason University and American University. He served on the Government Finance Officers Association (“GFOA”) Standards Committee on Governmental Budgeting and Management. In 1993 Mr. Long was recognized by the Washington Metropolitan GFOA with the Anna Lee Berman Award for Outstanding Leadership in Governmental Finance. In 2006, Mr. Long was awarded the A. Heath Onthank Award, the County’s highest employee award, in recognition of his achievements in advancing and improving public service in Fairfax County. In 2012, Mr. Long received the 2012 Distinguished Local Government Leadership Award from the Association of Government Accountants.

Patricia D. Harrison, Deputy County Executive, has worked in the field of human services since her graduation from Slippery Rock University, Slippery Rock, Pennsylvania in 1980 where she obtained a Bachelor's Degree in Therapeutic Recreation. She joined Fairfax County Government in 1986 and directed the creation of inclusive and therapeutic recreation services for people with disabilities. Prior to joining the County Executive's office, she served as Director for the Department of Community and Recreation Services for ten years. Ms. Harrison also holds a Master's Degree with a concentration in Therapeutic Recreation Administration from University of Maryland, College Park campus and obtained a Certificate of Public Management from George Washington University. She maintains her credentials as a Certified Therapeutic Recreation Specialist.

David J. Molchany, Deputy County Executive, joined the County in 1995. In 2003 Mr. Molchany was recognized by *Governing* magazine as one of the top ten Public Officials of the Year. He is also active in professional organizations at the international, national, state, and local levels of government. Previous employers have included Sallie Mae, American Management Systems, and Electronic Data Systems. Mr. Molchany is a 1983 graduate of Juniata College and holds a Bachelor of Science degree in Marketing and Computer Science.

David M. Rohrer, Deputy County Executive, has worked with the Fairfax County Police Department for almost 32 years and was appointed chief in 2004. In addition, Mr. Rohrer has also served as deputy chief for investigations and operations support; Patrol Bureau commander; Special Operations Division and district commander; SWAT first-line supervisor; and first-line patrol supervisor. Mr. Rohrer has served two terms as chairman of the Metropolitan Washington Council of Governments Police Chiefs' Committee, and he is a member of numerous organizations, including the International Association of Chiefs of Police; the Major Cities Chiefs' Association; the Police Executive Research Forum; and the Virginia Association of Chiefs of Police. Mr. Rohrer holds a bachelor's degree in administration of justice from George Mason University.

Robert A. Stalzer, Deputy County Executive, joined Fairfax County Government on June 5, 2000. Mr. Stalzer previously served as Town Manager for the Town of Herndon, Virginia from 1988 until June 2000. He was Director of Planning and Zoning for Roanoke County, Virginia from 1983 until 1988. Mr. Stalzer holds a Bachelor of Arts degree from Clark University, Worcester, Massachusetts, a Master of Regional and City Planning degree from the University of Oklahoma, and a Master of Business Administration degree from Syracuse University. Mr. Stalzer is a past president of the Virginia Local Government Management Association and recognized as a credentialed manager by the International City/County Management Association. Mr. Stalzer has served as an adjunct professor at Virginia Polytechnic Institute and State University, Roanoke College, and George Mason University.

David P. Bobzien was appointed County Attorney by the Fairfax County Board of Supervisors effective January 1993, after serving as a member of the Fairfax County Planning Commission and as the Chairman of the Fairfax County Goals Advisory Commission. He is a past chair of the Local Government Law Section of the Virginia State Bar, a past president of the Local Government Attorneys of Virginia, a past president of Lawyers Helping Lawyers, the organization that assists lawyers in Virginia suffering from substance abuse or mental illness, and a past president of the Virginia Law Foundation. In 2004-2005 he served as the president of the Virginia State Bar. Mr. Bobzien is the current Chairman of the Virginia Continuing Legal Education Committee of the Virginia Law Foundation and a board member of the Fairfax Law Foundation. He also serves as a liaison to the American Bar Association's Commission on Domestic and Sexual Violence and as a Virginia State Bar delegate in the American Bar Association's House of Delegates. Mr. Bobzien is a fellow of both the Virginia Law Foundation, the American Bar Foundation and the Fairfax Law Foundation. Prior to assuming his present County position, he served as an assistant counsel in the Office of Professional Responsibility of the United States Department of Justice. From 1975 to 1979 Mr. Bobzien was an associate in the Fairfax law

firm of Fitzgerald and Smith. He served as a captain in the Judge Advocate General's Corps in the United States Army from 1971 to 1975. Mr. Bobzien is a graduate of Holy Cross College and holds a J.D. from the University of Virginia and an LL.M. in Taxation from George Washington University.

Christopher J. Pietsch was appointed Director of Finance for Fairfax County effective December 30, 2013. From 2003 until his appointment as Director of Finance, Mr. Pietsch served as the Director of the Fairfax County Internal Audit Office. Prior to that, Mr. Pietsch spent 16 years working in bank auditing as well as governmental auditing with the Commonwealth of Virginia. Mr. Pietsch is a graduate of James Madison University, Harrisonburg, Virginia, with a degree in Finance. In addition, he is a Certified Internal Auditor and a Certified Bank Auditor.

Joseph M. Mondoro is the Chief Financial Officer/Director of the Department of Management and Budget of the County effective September 2015. Mr. Mondoro had been Acting Chief Financial Officer/Director of the Department of Management and Budget of the County effective April 2015. From February 2004 until his appointment as Chief Financial Officer/Director of the Department of Management and Budget of the County, Mr. Mondoro served as Deputy Director of the Department of Management and Budget. Mr. Mondoro received his Bachelor's Degree in History and Government and a Masters of Public Policy from the College of William and Mary. Mr. Mondoro worked as an analyst in the Financial Planning Bureau of the City of Norfolk, Virginia from 1993 to 1995. He joined the Fairfax County Department of Management and Budget in July 1995 as a budget analyst.

James W. Patteson, P.E., was appointed the Director of Public Works and Environmental Services in December 2009. He began his career with Fairfax County in 1985 and has worked in a variety of agencies including the Department of Housing and Community Development, the Office of the County Executive, various DPWES divisions, and Facilities Management Division where he served as director. He is on the advisory board of the Virginia Tech Land Development Design Initiative and the executive board of the Engineers and Surveyors Institute. Mr. Patteson has a Bachelor's Degree in Civil and Environmental Engineering from Virginia Polytechnic Institute and State University and a Master's Degree in Public Administration from George Mason University. He also participated in the Senior Executive Institute at the University of Virginia Weldon Cooper Center.

Randolph W. Bartlett, P.E., Deputy Public Works Director for Wastewater and Stormwater Management Programs, joined the County in December 2005. He originally was hired to manage the County Stormwater Management Program, but effective September 16, 2008, was given responsibility to oversee the operations, maintenance, and planning functions for both Wastewater and Stormwater Management Programs. Prior to joining the County, he held a series of responsible positions in Arlington County, most recently as the Department of Environmental Services Director from May 2003 to December 2005; Division Director for Water, Sewer, and Streets from January 1991 through May 2003; and Division Director, Street Operations, from January 1989 to 1991. From October 1983 to January 1989, Mr. Bartlett was Director of Public Works for the Town of Blacksburg, Virginia, and from October 1981 to October 1983, he was Public Works Administrator for the Town of Bedford, Virginia. For a time, from June 1980 to October 1981, he was a design engineer with a consultant firm. From July 1976 to June 1980, he was an engineer with the City of Norfolk, Virginia, first as a civil engineer, then as Director for the Planning and Engineering Division. Mr. Bartlett graduated from Virginia Polytechnic Institute and State University with a Bachelor of Science Degree in Civil Engineering.

Shahram Mohsenin, P.E., Director, Wastewater Planning and Monitoring Division of the Fairfax County Wastewater Management Program, joined the County in August 2002. Prior to joining the County, Mr. Mohsenin was the Director of the Department of Utilities in the City of Fairfax, Virginia from March 1997 to August 2002. From September 1993 to March 1997 he served as a senior engineer in the Planning and Development Engineering Division of the Loudoun County Sanitation Authority in

Loudoun County, Virginia. From February 1984 to September 1993 he served as District Engineer with the Office of Water Programs of the Virginia Department of Health regulating the design and operation of water and wastewater facilities in Virginia. From April 1981 to February 1984 he served as Assistant District Engineer with the Office of Water Programs of the Virginia Department of Health. In December 1980 he received a Bachelor of Science Degree in Civil Engineering from Old Dominion University in Norfolk, Virginia. He has completed an extensive number of graduate level courses in the Sanitary Engineering field at Old Dominion University.

Jeffrey Kent, Financial Manager, Wastewater Planning and Monitoring Division of the Fairfax County Wastewater Management Program, has served in his current position since January 2010. He joined the County in July 1987 as a Management Analyst with the Solid Waste Program, and moved to the Wastewater Management Program in February 1989. Mr. Kent received his Bachelor's Degree in Political Science with a minor in Economics from Northeastern University and a Master's of Public Administration from the University of North Carolina at Greensboro.

County Employees

As of July 2015, the School Board supported 23,868.8 full time equivalent positions. The County supported 10,951.14 full time equivalent positions in activities funded directly or supported by the General Fund and 1,253.18 full time equivalent positions employed in activities not supported by the General Fund, principally the County's Integrated Sewer System (the "Integrated Sewer System"). Fairfax County employees are not represented by unions. Fairfax County public school employees have, however, organized the Fairfax Education Association and the Fairfax County Federation of Teachers to represent the interests of its members at public hearings and meetings before the School Board and the Board of Supervisors. General County employees' interests are represented at these types of meetings by the Employees Advisory Council and other groups such as police, fire, and sheriff employee organizations. None of these organizations is empowered to serve as negotiating agent for its members for collective bargaining purposes. Collective bargaining by public employees in Virginia is prohibited by law, a restriction upheld by the Supreme Court of Virginia.

See Appendix B - "FAIRFAX COUNTY" for additional general information respecting the County.

THE SYSTEM

Introduction

The following is organizational, operational, and financial information pertaining to the Fairfax County sanitary sewer system. The System information was compiled by the County's Wastewater Planning and Monitoring Division (the "Division") in the Department of Public Works and Environmental Services.

System Organizational Structure

In Fairfax County, essential management, engineering, design, and construction services in support of the System are provided through the Department of Public Works and Environmental Services. Public Works and Environmental Services is under the general supervision of the County Executive and the Deputy County Executive for Planning and Development. The Wastewater Management Program is one of five Business Areas within the Department of Public Works and Environmental Services and is responsible for the administration and management of the System.

With oversight through a Deputy Public Works Director, the Wastewater Management Program consists of three agencies: the Wastewater Planning and Monitoring Division, the Wastewater Collection Division and the Wastewater Treatment Division.

The Wastewater Planning and Monitoring Division (1) reviews the need for System development and additional treatment capacity, (2) administers and manages the System's billing operations, (3) administers the contract capacity at treatment plants providing wastewater treatment under contract, (4) manages the environmental monitoring of the County's collection and pumping system and the County treatment facility, (5) reviews development plans for the construction of new sewer lines and (6) manages the Wastewater Management Program's finances. The Wastewater Collection Division is responsible for the operation, maintenance, and repair of the System sewer lines, pumping stations, and metering stations. The Wastewater Treatment Division is responsible for the operation, maintenance, and repair of the County-owned treatment facility.

System Characteristics

Approximately 98 million gallons of wastewater are generated daily in the System. Almost 40 percent of the System wastewater flow is treated at the Noman M. Cole, Jr., Pollution Control Plant (NMCPCP) (formerly the Lower Potomac Pollution Control Plant) near Lorton, Virginia. The rest of the flow is distributed between one privately operated plant and four other regional treatment facilities operated and maintained by Arlington County, the DCWater (Blue Plains), Alexandria Renew Enterprises (ARE), and the Upper Occoquan Service Authority (UOSA) pursuant to contract agreements with the System. In addition, the System has purchased 1.0 million gallons per day (mgd) of capacity in the Loudoun Water's Broad Run Water Reclamation Facility for flow capacity in the northern portion of the County, and 0.1 million gallons per day (mgd) of capacity in the Prince William County Service Authority (PWCSA) for flow generated in the southern portion of the County.

The System consists of approximately 3,400 miles of sewer lines ranging in size from 8 inches to 72 inches; 59 wastewater pump stations ranging in capacity from 0.1 to 37 mgd; and 54 metering stations. NMCPCP, the County treatment plant, has a capacity of 67 million gallons per day (mgd). Capacity entitlement at the other treatment facilities totals 90 mgd. The System has a staff of 315 employees and for FY 2015, had an operation outlay of \$92.3 million (NMCPCP, \$18.4 million; ARE, \$13.4 million; Blue Plains, \$15.0 million; UOSA, \$12.7 million; Arlington, \$2.7 million; Falls Church 0.7 million; collections and pumping, \$13.8 million; billing administration, \$5.8 million; planning and administration, \$9.8 million).

Approximately 85% of the 410,000 households and virtually all businesses in the County are connected to the System. The sewer service area covers approximately 234 square miles, nearly 60% of the County's 407 square mile land mass. Under separate service agreements, sewer service is provided to nearby Arlington and Loudoun Counties, Fort Belvoir, the Cities of Fairfax and Falls Church, and the Towns of Herndon and Vienna.

System Wastewater Flows

System wastewater flows from County and non-County sources are collected in a network of sewer lines, pumping stations, and interceptors. The flows are conveyed to wastewater treatment plants where greases, solids, nutrients and other oxygen demanding wastes are removed. Treated effluent flows are also disinfected before being discharged into various tributaries leading to the Upper Potomac River Estuary. The resultant sludge streams are collected, conditioned, and disposed of separately.

Wastewater sources and the distribution of flow between wastewater treatment plants in the System are shown in the following tables.

FAIRFAX COUNTY SANITARY SEWER SYSTEM
(Million Gallons per Day, mgd)

Wastewater Source	Fiscal Year (Ended June 30)					Current Capacity Allocation
	2011	2012	2013	2014	2015	
County Households and Businesses	90.85	92.75	88.72	92.26	87.93	141.93
Other (Sale of Service) Entities:						
City of Fairfax	3.00	3.15	2.63	3.20	2.84	4.20
Town of Herndon	2.47	2.46	2.27	2.66	2.46	3.00
Arlington County	1.32	1.36	1.21	1.39	1.37	1.80
Fort Belvoir	0.90	1.05	1.30	2.70	1.13	3.00
City of Falls Church	0.93	0.99	0.94	0.98	0.89	1.00
Town of Vienna	0.73	0.82	0.73	0.86	0.77	1.25
Loudoun Water	0.08	0.09	0.10	0.11	0.12	1.0
Fairfax Water	0.03	0.03	0.04	0.05	0.06	- (a) -
Covanta/ERR Facility	0.09	0.09	0.15	0.13	0.18	- (a) -
Subtotal, Other Entities	9.55	10.04	9.37	12.08	9.82	15.25
Total (b)	100.40	102.79	98.09	104.34	97.75	157.18
(a) No capacity allocated; capacity included in allocation for County households and businesses.						
(b) Due to rounding, columns may not total to the amounts indicated.						

**DISTRIBUTION OF FLOW TO WASTEWATER TREATMENT PLANTS
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(Million Gallons per Day, mgd)**

Wastewater Treatment Plant (WWTP)	Fiscal Year (Ended June 30)					Current Capacity Allocation
	2011	2012	2013	2014	2015	
County WWTP, Noman M. Cole	38.59	39.91	37.56	39.77	38.36	67.00
Blue Plains (DC Water)	28.65	29.31	28.39	29.98	28.17	31.00
Alexandria Renew Enterprises	18.57	18.93	17.66	19.07	16.39	32.40
Upper Occoquan Service Authority	12.54	12.60	12.50	13.53	12.76	22.60
Arlington County	2.02	2.00	1.96	1.96	2.04	3.00
Colchester (Private)	0.03	0.04	0.02	.02	0.02	0.08
Loudoun Water (a)	-	-	-	-	-	1.00
Prince William Co. Service Auth. (b)	-	-	-	0.01	0.01	0.10
Subtotal, Non-County WWTPs	61.81	62.88	60.53	64.57	59.39	90.18
Total (c)	100.40	102.79	98.09	104.34	97.75	157.18
(a) Capacity in Loudoun Water was purchased in March 2011.						
(b) Capacity in the Prince William County Service Authority system was purchased in FY 2001.						
(c) Due to rounding, columns may not total to the amounts indicated.						

Interjurisdictional Service Contracts

Wastewater Treatment Services Provided for Other Entities

Sewer services are provided to other jurisdictional entities through “Sale of Service” agreements between the County and the entities. As prescribed by each Sale of Service agreement, each entity shares in the operating, debt and capital costs of the System. Each entity’s share is determined on the basis of actual wastewater flow or reserved treatment capacity. The County currently has Sale of Service Agreements with Arlington County, Fort Belvoir, the Cities of Fairfax and Falls Church, the Towns of Herndon and Vienna and Loudoun Water. The following table summarizes service charge revenues from the Sale of Service entities for Fiscal Years 2011 through 2015.

SALE OF SERVICE REVENUES
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

ENTITY	Fiscal Year (Ended June 30)				
	2011	2012	2013	2014	2015
Arlington County	\$632	\$567	\$538	\$540	\$705
City of Fairfax	1,767	3,162	1,702	2,158	1,668
City of Falls Church	1,056	1,030	922	1,023	1,039
Fort Belvoir	1,440	1,843	2,430	2,431	2,190
Town of Herndon	2,797	3,193	2,993	3,758	3,230
Town of Vienna	453	452	651	456	468
Loudoun Water	158	113	192	129	163
Other (a)	232	236	459	435	602
Total (b)	\$8,535	\$10,596	\$9,887	\$10,930	\$10,065
(a) Includes Fairfax Water and the I-95 Energy Resource Recovery Facility operated by Covanta, a private company.					
(b) Due to rounding, columns may not total to the amounts indicated.					

Wastewater Treatment Services Provided by Other Entities

The System supplements the capacity of its own collection and treatment facilities through “Treatment by Contract” agreements with the DC Water, Alexandria Renew Enterprises, the Upper Occoquan Service Authority and Arlington County. As prescribed in individual agreements, the County pays its share of the capital and operating and/or debt costs of each entity’s system based on allocated capacity and actual wastewater flows, respectively. Following are amounts paid by the County to the four entities shown as operating expenses, parity indebtedness, or subordinate obligations for Fiscal Years 2011 through 2015.

TREATMENT BY CONTRACT OPERATING EXPENSES AND INDEBTEDNESS
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

ENTITY	Fiscal Year (Ended June 30)				
	2011	2012	2013	2014	2015
DC Water:					
Operating Expenses	\$13,493	\$13,257	\$13,214	\$11,816	\$15,017
Alexandria Renew Enterprises:					
Operating Expenses	13,222	12,837	12,786	13,134	13,381
Parity Indebtedness	-	-	-	-	-
Arlington County:					
Operating Expenses (a)	1,701	2,225	2,174	2,225	2,712
UOSA: (b)					
Operating Expenses	13,188	12,045	12,635	12,276	12,688
Subordinate Debt Obligations	18,274	18,891	19,735	19,704	20,036
Other Operating Expenses (c)	608	498	531	496	496
Total (d)	\$60,486	\$59,753	\$61,075	\$59,651	\$64,330
(a) An annual debt payment (not related to a bond issue) is included in the operating expenses. (b) Debt payments reflect UOSA's bond issues, which constitute Subordinate Obligations under the General Bond Resolution. (c) Includes City of Falls Church and Colchester Utilities Inc. operating expenses. (d) Due to rounding, columns may not total to the amounts indicated.					

Capital costs paid to Treatment by Contract entities are classified as "Purchased Capacity" expenses in the financial statements and amortized with other System capital expenses. Summarized below are the annual purchased capacity expenditures for Fiscal Years 2011 through 2015.

PURCHASED CAPACITY ADDITIONS - AMORTIZED CAPITAL EXPENDITURES
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

ENTITY	Fiscal Year (Ended June 30)				
	2011	2012	2013	2014	2015
DC Water (a)	\$9,356	\$24,399	\$27,685	\$31,359	\$26,230
Alexandria Renew Enterprises (b)	468	7,952	9,758	32,916	23,491
Arlington County (c)	3,547	2,251	3,107	1,022	34
UOSA	248	3,973	4,887	0	0
Loudoun Water	20,942	0	0	0	0
Total (d)	\$34,561	\$38,575	\$45,437	\$65,297	\$49,755
(a) County pays 31/370 or 8.38% of the expansion and upgrade expenses at the DC Water's Blue Plains Advanced Waste treatment (AWT) Plant. (b) County pays 32.4/54 or 60% of ARE plant improvement expenses. The County issued \$40 million in 2001 and \$50 million in 2002 in subordinated debt to Virginia Resources Authority to finance its share of certain plant improvements. (c) County pays 3.0/40 or 7.5% of Arlington County WWTP upgrade expenses. (d) Due to rounding, columns may not total the amount indicated.					

[County Commitments at Treatment Facilities by Interjurisdictional Service Contracts – make consistent with Annual Disclosure?]

Blue Plains

In September 1985, the users of the Blue Plains plant (Fairfax County, the District of Columbia (District), Montgomery and Prince George's Counties in Maryland, and the Washington Suburban Sanitary Commission (WSSC)) entered into the Blue Plains Intermunicipal Agreement (1985 IMA). Under the terms of the 1985 IMA, the County's capacity entitlement was increased to 31 mgd in February 1997 when the Blue Plains plant was fully upgraded and expanded to 370 mgd. Although the County has a representative on the eleven-member District of Columbia Water and Sewer Authority (described herein) which runs the Blue Plains plant, the County has no significant control over plant operation or construction activity and therefore, retained no ongoing equity interest in the assets or liabilities of the facility under the IMA.

In April 1996, the District established an independent Water and Sewer Authority (DC Water) to operate the District of Columbia's water and sewer systems including the Blue Plains plant. DC Water has a Board of Directors comprised of six members from the District, two each from Montgomery County and Prince George's County, and one from Fairfax County. DC Water honored the capacity entitlement assigned to Blue Plains plant users under the 1985 IMA.

In 2012, the parties to the 1985 IMA, together with DC Water, entered into a new IMA (the 2012 IMA) which replaced the 1985 IMA. The 2012 IMA updates the 1985 IMA to reflect changes since 1985 and recognizes the dynamic nature of regulations and regional needs. Fairfax County's flow capacity at Blue Plains remains at 31 MGD in the 2012 IMA as it was in the 1985 IMA.

Alexandria Renew Enterprises (ARE)

Under a service agreement amended and restated as of October 1, 1998, the County has a capacity entitlement of 32.4 mgd of ARE's 54 mgd treatment facility. Currently, the County has a substantial financial responsibility for its share of operating costs, construction costs and annual debt service expenses. Although the County is allowed one non-voting representative at the Authority's Board of Directors meetings, the County has no significant influence in the management of the plant and has no direct ongoing equity interest in the assets or liabilities of the Authority. As mentioned above, the County issued \$40 million in 2001 and \$50 million in 2002 in Subordinated Obligations to Virginia Resources Authority as administrator to the Virginia Water Facilities Revolving Fund to finance its share of certain plant improvements. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2016 [A] BONDS—Subordinate Obligations—*ARE*."

Arlington County

Fairfax County is a minor user of the Arlington County wastewater treatment plant. Based on the most recent service agreement dated January 9, 1989, the County has a capacity entitlement of 3.0 mgd of the plant's 40 mgd treatment capacity. Although the County had a measurable responsibility for its share of operating and construction costs, the County has no influence in the management of the plant and has no direct equity interest in the assets or liabilities of the plant.

Upper Occoquan Service Authority (UOSA)

UOSA, a joint venture formed on March 3, 1971, serves portions of Fairfax County, Prince William County, and the Cities of Manassas and Manassas Park. UOSA is governed by an eight-member board of directors consisting of two members each from the four participating jurisdictions. Effective May 1995, the County had a capacity entitlement of 13.19 mgd of the plant's 32 mgd treatment capacity. Based on a February 1991 restated service agreement, the County's capacity entitlement increased to 27.6 mgd when the UOSA facility expanded to 54 mgd in FY 2003. In 2008, County capacity entitlement was reduced to 24.6 mgd with the sale of 3.0 mgd of capacity; 2.0 mgd of capacity to the Prince William County Service Authority and 1.0 mgd of capacity to the City of Manassas. In fiscal year 2011, the County sold an additional 2.0 mgd of its capacity to Prince William County Service Authority, reducing its entitlement to 22.6 mgd. The sale was based on updated build-out flow projections indicating that the County will not need the extra 2.0 mgd capacity. The County has no explicit and measurable interest in UOSA but does have an ongoing financial responsibility for its share of operating, construction and debt service expenses. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2016 [A] BONDS—Subordinate Obligations—*UOSA*."

Summary of Financial Activity

SEWER FUND FINANCIAL ACTIVITY
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(in thousands)

(As reported in Budget Documents)	Fiscal Year (Ended June 30)				
	2011	2012	2013	2014	2015
BEGINNING FUND BALANCE	\$212,629	\$204,097	\$192,163	\$272,069	\$223,289
Sources (Inflows) of Funds:					
Service Charges	142,929	159,436	173,554	188,169	187,539
Availability Fees	11,189	28,960	20,477	24,007	21,689
Interest Earnings	1,084	521	1,409	484	780
Sale of Purchased Capacity (c)	39,808	0	0	0	0
Grant Revenue	8,225	10,270	1,107	592	901
Bond Proceeds	0	0	100,694	69,118	0
Other	14	560	188	127	77
Subtotal, Inflows	203,249	199,747	297,429	282,497	210,986
Funds Available	\$415,878	\$403,844	\$489,592	\$554,566	\$434,275
Uses (Outflows) of Funds:					
O&M Expenses	84,757	85,454	86,441	91,111	92,312
Capital Expenses	85,862	84,315	89,326	120,786	92,977
Debt Service (a)	41,096	41,863	44,309	47,998	46,764
Redemption of Sewer Bonds	0	0	0	71,382	0
Other	66	49	65	0	0
Subtotal, Outflows	\$211,781	\$211,681	\$220,141	\$331,276	\$232,052
ENDING FUND BALANCE	\$204,097	\$192,163	\$269,451	\$223,289	\$202,223
Less Investments	(27,442)	(27,590)	(36,956)	(34,335)	(35,678)
Less Receivables	(37,824)	(45,624)	(45,521)	(52,799)	(52,029)
Less Inventory and other	(1,223)	(581)	(611)	(112)	(1,327)
Plus Payables	18,199	19,160	20,861	22,895	16,381
POOLED CASH BALANCE (b)	\$155,807	\$137,528	\$207,224	\$158,938	\$129,570
(a) Includes County debt on Bonds and Subordinate Obligations for UOSA and VRA Indebtedness.					
(b) Due to rounding, columns may not total to the amounts indicated.					
(c) Does not include depreciation.					

Sewer Revenue Bonds, Debt Service Payments, and Other Debt Obligations

History and Description of Bonds and Other Debt Obligations

[On July 29, 1985, the Board of Supervisors adopted the General Bond Resolution authorizing the issuance of sewer revenue bonds. The bond proceeds were to be used to finance improvements to the System, primarily at the Noman M. Cole, Jr., Pollution Control Plant. The bond resolution was restated on July 21, 1986, in advance of the initial \$75 million bond sale on August 6, 1986. These bonds were variable rate demand sewer revenue bonds, backed by a letter of credit. On May 18, 1993, the County issued \$72.1 million in sewer revenue refunding bonds to advance-refund all callable 1986 revenue bonds. The remaining \$104 million in sewer revenue bonds initially authorized by the Board of Supervisors were issued on July 15, 1996. The County also issued \$94,005,000 sewer revenue refunding bonds on October 14, 2004, to refund certain of the outstanding bonds issued in 1996. On June 17, 2009, the County issued \$152,255,000 sewer revenue bonds to provide funds to finance capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County. In addition on August 8, 2012, the County issued \$90,710,000 sewer revenue bonds to provide funds, for paying a portion of capital improvement costs allocable to the County at certain wastewater treatment facilities that are owned by, or that provide service to, the County, which are required by the Commonwealth of Virginia Department of Environmental Quality to reduce total nitrogen discharge to required limits, the purchase of additional capacity at certain wastewater treatment facilities for the benefit of the County and the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems. On April 16, 2014 the County issued \$61,755,000 Sewer Revenue Refunding Bonds, Series 2014 to refund the Series 2004 that matured on July 15, 2015 through July 15, 2028.]

[The proceeds of the sewer revenue bonds issued in 1996 were used to finance improvements and expansion of treatment facilities at the County's Noman M. Cole, Jr., Pollution Control Plant from 54 mgd to 67 mgd. The treatment capacity of the Blue Plains Plant has been expanded from 309 mgd to 370 mgd, with the County's capacity entitlement being expanded in phases from 16.02 mgd to an interim capacity of 24.6 mgd, and then to a final capacity of 31.0 mgd. The revenue bonds issued in 2004 were issued to refund the remaining 1996 revenue bonds. The revenue bonds issued in 2009 financed capital improvements for the benefit of the System as well as for the purchase of additional wastewater capacity for the benefit of the County. The revenue bonds issued in 2012 financed capital improvements relating to meeting environmental standards for the benefit of the System. The revenue bonds issued in 2014 were issued to refund the callable 2004 revenue refunding bonds.]

Under the General Bond Resolution, the County is required to establish rates and fees for connection to and use of the System sufficient to pay operating expenses, System debt service, and other obligations payable from the revenues of the System. As described previously under the subcaption, "Interjurisdictional Service Contracts," the County has classified as indebtedness under the Bond Resolution certain fixed payments owed to UOSA as shares of their debt service costs (such shares derived from the County's capacity rights in their treatment facilities).

As defined in the General Bond Resolution, the County prioritizes its payment obligations under Treatment by Contract agreements as follows: (first) operating expenses, payable on par with operating expenses of the County's System; (second) debt service on the County's outstanding Sewer Revenue Bonds and parity indebtedness, payable on parity with the debt service on the County's outstanding Sewer Revenue Bonds; and (third) subordinate obligations, payable after provision is made for operating expenses, debt service on Sewer Revenue Bonds and parity indebtedness, and debt service reserve deficiencies. The County retired the last sewer parity indebtedness in 1999.

In addition the County has borrowed money for the System from the Virginia Water Facilities Revolving Fund (the “Revolving Fund”), acting by and through the Virginia Resources Authority (“VRA”). In 2001, the County received financing approval for \$40 million from the Revolving Fund for a period of 20 years. Additional financing of \$50 million was approved in FY 2002. Debt service on these loans, refinanced in 2012 and administered through VRA, is subordinate to the debt service on the Outstanding Bonds.

Debt Service Coverage Ratio

**DEBT SERVICE COVERAGE
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(\$ in thousands)**

The following table shows the coverage of Debt Service on System indebtedness for Fiscal Years 2011 through 2015.

	Fiscal Year (Ending June 30)				
	2011	2012	2013	2014	2015
System Revenue:					
User Service Charges	\$134,051	\$148,892	\$163,052	\$176,471	\$176,642
Sales of Service	8,535	10,544	9,887	10,930	10,065
Availability Fees	11,189	28,960	20,477	24,007	21,689
Interest Income	1,085	521	1,409	484	780
Other	358	530	803	890	880
Total System Revenue	\$144,218	\$189,447	\$195,628	\$212,782	\$210,056
System O&M Expenses	(84,757)	(85,454)	(86,441)	(91,111)	(92,312)
Revenue Available for Paying Debt	\$70,461	\$103,993	\$109,187	\$121,671	\$117,744
Debt Service:					
2004 Bonds	6,670	6,684	6,700	6,682	3,418
2009 Bonds	9,652	9,651	9,652	9,652	9,650
2012 Bonds	0	0	1,801	5,556	5,555
2014 Bonds	0	0	0	0	1,902
Subtotal, Senior Debt Service	16,322	16,335	18,153	21,890	20,525
Subordinate Obligations:					
UOSA	18,274	18,891	19,735	19,904	20,036
Virginia Resources Authority	6,637	6,637	6,420	6,203	6,203
Total Debt Service	\$41,233	\$41,863	\$44,308	\$47,997	\$46,764
Revenue Available after Paying Debt	\$37,452	\$62,130	\$64,879	\$73,674	\$70,980
Senior Debt Service Coverage (a)	4.32x	6.37x	6.01x	5.56x	5.74x
Total Debt Service Coverage (b)(c)	1.71x	2.48x	2.46x	2.53x	2.52x
(a) Revenue available for paying debt divided by Senior Debt Service. Shows 1.25x or greater coverage as required by the General Bond Resolution rate covenant. Revenue does not include non-recurring revenues (availability fees) or income previously received and held by the County derived from the System.					
(b) Revenue available for paying debt divided by Total Debt Service.					
(c) Due to rounding columns may not total to the amounts indicated.					

As shown in the previous table, System revenue includes current year revenue from availability fees, service charges and interest income. System revenue does not include available fund balance reserves; i.e., income received in previous years and currently held by the County in reserve in the Revenue Subfund. To maintain a debt service coverage ratio greater than one and to generate sufficient revenues to meet the System's funding needs, the County's Office of Waste Management annually evaluates the need for, and the timing of implementing, increases in the availability fees and sewer service charge rates.

The following table provides projected debt service coverage for Fiscal Years 2015 through 2019. Such projections are based on revenue projections derived from the expected rates for such time period. System Operating Expenses have been projected to increase an average of 3.7% in each year. In addition to the 2016 [A] Bonds the County expects to issue \$90 million in Sewer Revenue Bonds in 2017 (the "2017 Bonds").

**PROJECTED DEBT SERVICE COVERAGE
FAIRFAX COUNTY SANITARY SEWER SYSTEM
(\$ in thousands)**

	Fiscal Year (Ending June 30)				
	2016	2017	2018	2019	2020
System Revenue:					
User Service Charges	\$186,435	\$194,078	\$201,001	\$208,054	\$217,419
Sales of Service	10,252	10,376	10,487	10,598	10,708
Availability Fees (a)	18,853	18,618	18,384	18,150	17,916
Interest Income	658	773	957	1,139	1,270
Other	250	250	250	250	250
Total System Revenue	216,448	224,096	231,080	238,192	247,563
System O&M Expenses	(100,523)	(104,021)	(107,659)	(110,974)	(114,336)
Revenue Available for Paying Debt	115,925	120,075	123,421	127,218	133,227
Debt Service:					
[2004 Bonds	0	0	0	0	0
2009 Bonds	9,726	9,726	9,732	9,735	9,739
2012 Bonds	5,593	5,593	5,598	5,600	5,602
2014 Bonds	5,751	5,800	5,814	5,851	5,866
[2016 [A] Bonds					
2017 Bonds	0	7,593	7,593	7,593	7,593
2019 Bonds	0	0	0	7,821	7,821
Subtotal, Senior Debt Service	21,070	28,712	28,737	36,599	36,621
Subordinate Obligations:					
UOSA	20,189	20,208	20,215	20,226	19,892
Virginia Resources Authority	6,203	6,203	6,203	6,203	6,203
Total Debt Service (d)	47,462	55,123	55,155	63,029	62,716
Revenue Available after Paying Debt	68,463	64,952	68,266	64,189	70,511
Senior Debt Service Coverage (b)	4.62x	3.55x	3.67x	2.99x	3.16x
Total Debt Service Coverage (c)	2.44x	2.18x	2.24x	2.02x	2.12x
(a) Includes spur fees.					
(b) Revenue available for paying debt divided by Senior Debt Service. Shows 1.25x or greater coverage as required by the General Bond Resolution rate covenant. Revenue does not include non-recurring revenues (availability fees) or income previously received and held by the County derived from the System.					
(c) Revenue available for paying debt divided by Total Debt Service.					
(d) Due to rounding columns may not total to the amounts indicated.					

Capital Improvement Program

As shown on the table below it is anticipated there will be approximately \$710,447 Million in System related capital funding to be performed over the next six years ending Fiscal Year 2021.

Summary of System Capital Costs for the Forecast Period (in \$000s) [1]							
	Fiscal Year Ending June 30,						6-Year
	2016	2017	2018	2019	2020	2021	Total
Pump Station & Collection	\$37,794	\$39,451	\$36,816	\$34,954	\$33,953	\$39,044	\$222,012
Noman Cole PCP	26,060	26,987	57,512	71,853	77,140	72,242	\$331,794
TbC Partners' Plants	40,610	27,746	27,747	24,252	17,080	11,755	\$149,190
Subtotal System Capital Cost	\$104,464	\$94,184	\$122,075	\$131,059	\$128,173	\$123,041	\$702,996
UOSA Capital Cost	16,000	0	10,000	12,532	12,391	8,578	\$59,501
Total System Capital Cost	\$120,464	\$94,184	\$132,075	\$143,592	\$140,565	\$131,620	\$762,500

[1] Amounts shown include miscellaneous departmental capital expenditures (such as vehicles and small equipment) included in the System's operating budget and not included in the System's adopted 5-year capital improvement program.

The sources of funds for the capital financing plan include (i) available funds to be accrued during normal operations of the System by the County (e.g., receipt of System availability fees, deposits made to the Extension and Improvement Subfund from rates, etc.), (ii) bond proceeds to be derived from the 2017 Bonds and which are allocable to the above referenced projects, (iii) Subordinate Obligations incurred for capital improvements directly financed by UOSA, and (iv) additional bonds assumed to be issued by the County during the forecast period. A summary of the funding sources assumed for the System capital improvement plan for the forecast period is presented below.

Capital Improvement Program Funding Plan – For the Forecast Period – (in \$000s)							
	Fiscal Year Ending June 30 [1]						6-Year
	2016	2017	2018	2019	2020	2021	Total
Total System Capital Projects	<u>\$120,464</u>	<u>\$94,184</u>	<u>\$132,075</u>	<u>\$143,592</u>	<u>\$40,565</u>	<u>\$131,620</u>	<u>\$762,500</u>
Funding Sources:							
Operating Reserves/Extension and Improvement Subfund	\$115,464	\$44,184	\$67,075	\$98,592	\$82,565	\$81,620	\$489,500
Wastewater Service Availability Fees	0	0	0	0	0	0	0
Series 2012 Bonds (Senior)	0	0	0	0	0	0	0
Series 2017 Bonds (Senior)	0	40,000	60,000	0	0	0	100,000
Series 2019 Bonds (Senior)	0	0	0	42,000	58,000	0	100,000
Series 2021 Bonds (Senior)	0	0	0	0	0	50,000	50,000
Grants	5,000	10,000	5,000	3,000	0	0	23,000
UOSA Bonds (Subordinate)	0	0	0	0	0	0	0
Total Funding Sources	<u>\$120,464</u>	<u>\$94,184</u>	<u>\$132,075</u>	<u>\$143,592</u>	<u>\$140,565</u>	<u>\$131,620</u>	<u>\$762,500</u>

[1] Amounts shown reflect when funding projected to be required and may vary from when funds are actually expended through project completion. Amounts may not add up to Table 6 due to rounding.

Rates and Charges

Rate Structure

[The County adopts a sewer rate structure designed to satisfy all System revenue requirements. The rate structure is also designed to derive revenues from customers equitably. The sewer rates and availability and other fees for the last five fiscal years and the adopted rate structure, as of July 1, 2015, are summarized below. **[any update]**

SEWER RATE STRUCTURE FAIRFAX COUNTY SANITARY SEWER SYSTEM

Description of Rate	Fiscal Year (Ending June 30)								
	2011	2012	2013	2014	2015	2016	2017	2018	2019
Sewer Service Charge, \$/Thousand Gallons (TG)	5.27	6.01	6.55	6.55	6.62	6.65	6.68	6.75	6.82
Base Charges, \$/Bill	5.00	5.00	5.50	12.79	15.86	20.15	24.68	27.62	29.83
Availability Fee, \$/Unit: Single Family Dwelling	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750
Apartment or Townhouse	6,200	6,200	6,200	6,200	6,200	6,200	6,200	6,200	6,200
Dorm Unit	1,938	1,938	1,938	1,938	1,938	1,938	1,938	1,938	1,938
Fixture Unit, (Commercial)	401	401	401	401	401	401	401	401	401
Connection Charge, \$/Foot	6.00	6.00	152.50	152.50	152.50	152.50	152.50	152.50	152.50

Sewer Service Charges are based on water consumption, in 1,000 gallons (TG), as measured by a water service meter(s). For single family dwellings and townhouses, water consumption for sewer billing is based on the previous winter quarter consumption. For apartment or multifamily complexes and nonresidential connections, billing is based on actual water used for the quarter. Sewer billings are included in quarterly water and sewer bills issued by the water billing agents.

Base Charges are per bill charges assessed quarterly, in addition to the Sewer Service Charge, to partially recover fixed expenses for billing, wastewater collection, engineering, planning, and administrative expenses.

Availability Fees are one-time charges collected from new sewer customers prior to connection to the system. These fees cover in part the applicants' proportional share of costs for facilities required beyond the collector system; i.e., sub-trunk sewers, pumping stations, and treatment facilities. For nonresidential units, the minimum availability fee is equal to a single family dwelling rate. The minimum nonresidential rate provides for approximately 20 fixture units. Fixture units in excess of the minimum rate are charged at the prevailing fixture unit rate. The fixture unit rate and the minimum fixture unit count were adjusted in FY 1995 and FY 1996 to reflect higher water usage, per fixture unit, by nonresidential users.

Connection Charges are one-time front footage charges used to offset the cost of installing County-built sewers adjacent to the property. The residential minimum is \$7,625; the nonresidential minimum is \$15,250. The residential maximum is \$15,250; for commercial customers, there is no maximum. An additional lateral spur charge of \$600 is charged for connecting to a County built sewer spur.

Rate Development

Sewer service charge and availability fee rates are reviewed annually by County staff and an outside consultant as part of the County's annual budget process. Each year, the Board of Supervisors adopts charges and rates for the following three fiscal years. These fees are analyzed and evaluated, adjusted as necessary, and adopted annually by the Board of Supervisors to ensure that rates are priced accurately. The County allocates operating revenues and expenses, interest income, bond proceeds, debt service payments, and capital improvement expenses between existing and new users of the System based on cost causative relationship analyses.

Separate accounting of revenues and expenses for existing and new customers along with analyses to determine the adequacy of sewer service charges and availability fees are conducted annually by the County. The purpose of these analyses is to allocate System revenues and expenses between existing and new customers such that growth pays for growth.

Sewer service charges are adjusted to maintain minimum reserves in the existing customer portion of the fund balance. The availability fee calculation is based on a "growth related" or marginal-incremental cost method whereby new customers are responsible for the next increment of System expansion costs incurred.

Rate Comparison

The table below compares FY 2015 average annual sewer service revenues per Single Family Residential Equivalent (SFRE) for Fairfax County with selected other regional jurisdictions. Representative average sewer service revenues for the other jurisdictions have been developed by applying each jurisdiction's sewer service rate schedule to appropriate SFRE usage determined from an analysis of Fairfax Water's (FW) historical average water usage records for SFREs.

As the table illustrates, the County's estimated average sewer service revenues per SFRE are less than all but one of the estimated equivalent revenues of other jurisdictions. Management anticipates other jurisdictions' sewer service revenues will also be significantly affected by the Virginia Department of Environmental Quality's adoption of more stringent discharge standards. Such effects may not be reflected in current revenue levels of the other jurisdictions.

**Comparison of Fiscal Year 2016
Average Monthly Sewer Service Revenues for Single Family Residential Equivalents (SFREs)**

Jurisdiction	Average Monthly Sewer Service Revenue (a) (\$/SFRE)
WSSC, MD (b)	\$568
Loudoun County (c)	438
Fairfax County (c)	559
Prince William County (b)	570
DCWater	821
City of Alexandria (c)	678
Arlington County (b)	652
<p>(a) Each jurisdiction's sewer service rate schedule is applied to the average usage as specified in the respective additional footnotes.</p> <p>(b) Average billed quarterly usage of 18,000 gallons is based on an analysis of FCWA annual usage reports.</p> <p>(c) These jurisdictions use a winter quarter billing method for residential customers, eliminating billing of water usage such as lawn irrigation, which does not enter the sewer system. The average winter quarter usage of 18,000 gallons is based on an analysis of FCWA's annual usage reports.</p>	

As the following table illustrates, the County's availability fees are competitive with charges of other regional jurisdictions. Management anticipates other jurisdictions' availability fees will also be significantly affected by adoption of more stringent discharge standards. Such effects may not be reflected in current fees of the other jurisdictions.

Comparison of Fiscal Year 2016 Single Family Availability Fees

Jurisdiction	Availability Fees (\$/SFRE)
Arlington County (a)	\$2,760
WSSC, MD	10,750
Fairfax County	7,750
Loudoun County	7,896
Prince William County	10,800
City of Alexandria	8,404
<p>(a) The availability fee for an SFRE is based on the Fairfax County Department of Public Works and Environmental Service's evaluation of Arlington County's drainage fixture unit (FU) charge of \$115/FU. The calculated fee is based on Fairfax County's assumption of 24 FU's per SFRE.</p>	

Existing Customer Base

Approximately 345,000 households in the County are served by the System. That represents approximately 935,000 County residents. Another 60,000 non-County residents are served through Sale of Service contracts. More than 27,000 nonresidential connections are served by the System. The floor area of the nonresidential customers is approximately 224 million square feet. The following table summarizes the County's sewer customer base in terms of County residential connections and population during Fiscal Years 2011 through 2015. County nonresidential connections and square footage are also shown for the same period.

RESIDENTIAL AND NONRESIDENTIAL CUSTOMER BASE FAIRFAX COUNTY SANITARY SEWER SYSTEM

Service Class	Fiscal Year (Ended June 30)				
	2011	2012	2013	2014	2015
Residential Connections:					
Single Family Dwellings	162,264	162,671	163,266	164,021	164,418
Townhouses	76,885	77,019	77,301	77,469	77,549
Apartments	95,649	96,177	96,207	96,212	96,226
Total Residential Connections	334,798	335,867	336,774	337,702	338,193
Connected County Population	930,350	932,864	935,390	935,435	938,245
Annual Growth of residential connections, %	0.2%	0.3%	0.3%	0.3%	0.1%
Nonresidential Connections	27,411	27,676	28,092	28,136	28,164
Nonresidential Square Feet, MSF (million square feet)	222.5	223.4	223.9	224.2	224.4
Annual Growth of Nonresidential Connections, %	4.4%	1.0%	1.5%	1.5%	0.1%

The following is a summary of the top ten utility retail customers (does not include sales of service customers that receive bulk wastewater service on a contractual basis) for the System for Fiscal Year 2015.

**[Retail Wastewater Top Ten Utility Customers – Fiscal Year 2014 (Based on Sales Revenue) [1]
[UPDATE]**

<u>Retail Account[2]</u>	<u>Service Class</u>	<u>Total Revenues</u>	<u>% of Total System Rate Revenues</u>
Fairfax Hospital	Commercial	\$619,911	0.33%
Greenspring Village	Commercial	466,938	0.25
Reston Hospital Center	Commercial	234,339	0.12
Montebello Condo Unit	Commercial	228,350	0.12
Homart Development Corp.	Commercial	203,416	0.11
Ritz-Carlton Hotel Co.	Commercial	167,853	0.09
McLean Hilton Hotel Assoc.	Commercial	146,292	0.08
INOVA Health Systems – Fair Oaks Hospital	Commercial	145,961	0.08
BECO Management	Commercial	141,232	0.08
Hyatt Regency Reston	Commercial	<u>140,239</u>	<u>0.07</u>
Totals		<u>\$2,494,531</u>	<u>1.33%</u>
Total Retail Wastewater Rate Revenues[3]		<u>\$176,558,827</u>	<u>100.00%</u>

[1] Based on information provided by the County and includes only retail sales information; does not reflect customers that receive wastewater service on a bulk or wholesale basis. Amounts reflect information for the Fiscal Year ended June 30, 2015, the most recently completed fiscal year.

[2] Represents the sum of all meters (accounts) which are considered as service to an individual customer, where applicable.

[3] Amount reflects revenues derived from the application of retail wastewater service charges and does not include bulk or wholesale service revenues or any other operating revenues received by the System for the respective Fiscal Year. – **update**]

LITIGATION

To the County's knowledge, no litigation is pending or threatened, (a) to restrain or enjoin the issuance, sale or delivery of any of the 2016 [A] Bonds, the application of the proceeds thereof as provided in the Bond Resolution or the collection of revenues pledged under the Bond Resolution, (b) in any way contesting or affecting any authority for the issuance or validity of the 2016 [A] Bonds or the validity of the Bond Resolution, (c) in any way contesting the creation, existence or powers of the County or (d) that, if determined adversely against the County, would have a material adverse effect on the County.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters relating to the authorization and issuance of the 2016 [A] Bonds are subject to the approval of Sidley Austin LLP, Washington D.C., Bond Counsel, the proposed form of whose opinion is included herein as Appendix D.

Certain legal matters will be passed upon for the County by David Bobzien, Esquire, Fairfax County Attorney.

TAX MATTERS

Opinion of Bond Counsel [to be updated]

The County has covenanted to comply with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the exclusion from gross income of the interest on the Series 2016 [A] Bonds for purposes of federal income taxation. In the opinion of Sidley Austin LLP, Bond Counsel, under current law and assuming continuing compliance by the County with such covenants and requirements of the Code regarding, among other matters, the use, expenditure and investment of Series 2016 [A] Bond proceeds and the timely payment of certain investment earnings to the United States Treasury, interest on the Series 2016 [A] Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Failure by the County to comply with such covenants and requirements may cause interest on the Series 2016 [A] Bonds to be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2016 [A] Bonds; and no opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the 2016 [A] Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or upon the advice or approval of counsel other than Bond Counsel.

Interest on the 2016 [A] Bonds will not be an item of tax preference for purposes of the federal individual or corporate alternative minimum tax under the Code. Interest on the 2016 [A] Bonds will, however, be included in the calculation of alternative minimum tax liability imposed on corporations under the Code. The Code contains other provisions (some of which are noted below) that could result in tax consequences, as to which no opinion will be rendered by Bond Counsel, as a result of (i) ownership of the Bonds or (ii) inclusion in certain computations of interest that is excluded from gross income.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the 2016 [A] Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the 2016 [A] Bonds with original issue discount (a “Discount Bond”) will be excluded from gross income for federal income tax purposes to the same extent as interest on the 2016 [A] Bonds. In general, the issue price of a maturity of the 2016 [A] Bonds is the first price at which a substantial amount of 2016 [A] Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers) and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser’s adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond which is a corporation will be included in the calculation of the corporation’s federal alternative minimum tax liability. In addition, original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability, additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such 2016 [A] Bonds is sold to the public may be determined according to rules that differ from those described above. Owners of a Discount Bond should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bond and with respect to state and local tax consequences of owning and disposing of such Discount Bond.

Bond Premium

The excess, if any, of the tax basis of 2016 [A] Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such 2016 [A] Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is “Bond Premium.” Bond Premium is amortized over the term of such 2016 [A] Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). Owners of such 2016 [A] Bonds are required to decrease their adjusted basis in such 2016 [A] Bonds by the amount of amortizable Bond Premium attributable to each taxable year such 2016 [A] Bonds are held. The amortizable bond premium on such 2016 [A] Bonds attributable to a taxable year is not deductible for federal income tax purposes; however Bond Premium on such 2016 [A] Bonds is treated as an offset to qualified stated interest received on such 2016 [A] Bonds. Owners of such 2016 [A] Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such 2016 [A] Bonds and with respect to state and local income tax consequences of owning and disposing of such 2016 [A] Bonds.

Backup Withholding

Interest paid on the 2016 [A] Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the 2016 [A] Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the 2016 [A] Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not “exempt recipients,” and (ii) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner’s federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under existing law, the interest on the 2016 [A] Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended (the “Virginia Code”), to the extent that such interest is excludable from gross income for federal income tax purposes.

The Code and the Virginia Code contain other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of

ownership of the 2016 [A] Bonds or the inclusion in certain computations of interest on the Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE 2016 [A] BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the 2016 [A] Bonds to be subject, directly or indirectly, to federal income taxation or to state or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the 2016 [A] Bonds. Prospective purchasers of the 2016 [A] Bonds should consult their tax advisors regarding any future, pending or proposed federal or state tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

For example, various proposals have been made in Congress and by the President (the “Proposed Legislation”) which, if enacted, would subject interest on bonds that is otherwise excludable from gross income for federal income tax purposes, including interest on the 2016 [A] Bonds, to a tax payable by certain bondholders with adjusted gross income in excess of thresholds specified in the Proposed Legislation. It is unclear if the Proposed Legislation will be enacted, whether in its current or an amended form, or if other legislation that would subject interest on the 2016 [A] Bonds to a tax or cause interest on the 2016 [A] Bonds to be included in the computation of a tax, will be introduced or enacted. Prospective purchasers should consult their tax advisors as to the effect of the Proposed Legislation, if enacted, in its current form or as it may be amended, or such other legislation on their individual situations.

RATINGS

The 2016 [A] Bonds have been rated “___” by Fitch Ratings (“Fitch”), “___” by Moody’s Investors Service, Inc. (“Moody’s”), and “___” by Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc. (“Standard & Poor’s”). The County requested that the 2016 [A] Bonds be rated and furnished certain information to Fitch, Moody’s and Standard & Poor’s, including certain information that is not included in this Official Statement.

These ratings are not a recommendation to buy, sell or hold the 2016 [A] Bonds. Generally, rating agencies base their ratings on such materials and information, as well as investigations, studies and assumptions of the rating agencies. Such ratings may be changed at any time and no assurance can be given that they will not be revised downward or withdrawn entirely by any or all of such rating agencies, if, in the judgment of any or all, circumstances so warrant. Such circumstances may include, without limitation, change in or unavailability of information relating to the County. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the 2016 [A] Bonds.

FINANCIAL ADVISOR

The County has retained Public Financial Management, Inc., Arlington, Virginia, as financial advisor (the “Financial Advisor”) in connection with the issuance of the 2016 [A] Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement. The Financial Advisor is a financial advisory, investment management, and consulting organization and is not engaged in the business of underwriting municipal securities.

VERIFICATION OF CERTAIN MATHEMATICAL COMPUTATIONS

The accuracy of (i) the arithmetical computations of the cash and the maturing principal and interest earned on investments, if any, in the escrow accounts established in the escrow agreements relating to the Refunded Bonds to pay when due or at their respective redemption dates, the principal of, premium, if any, and interest on such Refunded Bonds and (ii) the mathematical computations supporting the conclusion that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code, have been verified by Robert Thomas CPA, LLC. Such verifications have been based upon information supplied by the Financial Advisor.

UNDERWRITING

The 2016 [A] Bonds are being purchased by the Underwriters. The Underwriters will agree to purchase the 2016 [A] Bonds at a purchase price equal to \$_____ (representing the principal amount of the 2016[A] Bonds plus the net original issue premium less an underwriters’ discount in the amount of \$_____), and to reoffer such 2016 [A] Bonds at the initial reoffering yields set forth on the inside cover page hereof. The Underwriters will agree to accept delivery of and pay for all of the 2016 [A] Bonds if any are delivered. The obligations of the Underwriters will be subject to certain terms and conditions set forth in a purchase contracts relating to the 2016 [A] Bonds. The Underwriters may offer and sell the 2016 [A] Bonds to certain dealers (including dealers depositing the 2016 [A] Bonds into investment trusts) and others at prices different from the public offering prices stated on the cover page of this Official Statement. The public offering prices may be changed from time to time at the discretion of the Underwriters.

CERTIFICATE CONCERNING OFFICIAL STATEMENT

Concurrently with the delivery of the 2016 [A] Bonds, the Chairman of the Board of Supervisors and the County Executive of the County will certify that, to the best of their knowledge, the Official Statement did not as of its date, and does not as of the date of delivery of the 2016 [A] Bonds, contain any untrue statement of a material fact or omit to state a material fact that should be included therein for the purpose for which the Official Statement is to be used, or that is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading. Such certificate will also state, however, that the Chairman of the Board of Supervisors and the County Executive of the County did not independently verify the information indicated in this Official Statement as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

FUTURE FINANCIAL INFORMATION

The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”). In general, the Rule prohibits an underwriter from

purchasing or selling municipal securities such as the 2016 [A] Bonds, unless it has determined that the issuer of such securities or other persons deemed to be material “obligated persons” have committed to provide to The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data (“Annual Reports”), and, if available, audited financial statements, and (ii) notice of various events described in the Rule, if material (“Event Notices”).

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix E), to be dated the date of delivery of the 2016 [A] Bonds, for the benefit of the holders of the 2016 [A] Bonds, to provide to EMMA, annually, not later than March 31 of each year, commencing March 31, 2017, Annual Reports with respect to itself, as issuer. Similarly, the County will provide Event Notices with respect to the Bonds to EMMA.

In accordance with continuing disclosure undertakings (the “Sewer Undertakings”) relating to the County’s sewer revenue bonds, the County agreed to provide and file certain annual financial and statistical information (“Sewer System Annual Disclosure Reports”) relating to the County’s sanitary sewer system (the “System”) as well as the County’s audited financial statements for the System (“Sewer System Annual Financial Statements”). [For the Fiscal Years ended June 30, 2009, and June 30, 2010, the County prepared and filed the Sewer System Annual Disclosure Reports for each year. Such filings, however, inadvertently did not include the prepared Sewer System Annual Financial Statements (the “2009 and 2010 Sewer System Annual Financial Statements”) required to be included in such filings pursuant to the terms of the Continuing Disclosure Undertakings, although the 2009 and 2010 Sewer System Annual Financial Statements were timely posted to the County’s website. As of June 5, 2014, the County has filed the 2009 and 2010 Sewer System Annual Financial Statements. In addition, as a condition to the issuance of various series of revenue bonds (“UOSA Bonds”) issued by the Upper Occoquan Service Authority for the benefit of the County and other jurisdictions, the County has agreed pursuant to continuing disclosure undertakings (the “UOSA Undertakings”) to provide and file the Sewer System Annual Disclosure Reports and Sewer System Annual Financial Statements. The 2009 and 2010 Sewer System Annual Financial Statements were filed pursuant to the UOSA Undertakings but not in a timely manner and other filings were complete and timely but were not correctly cross-referenced to the UOSA Bonds. The County has implemented procedures to ensure the inclusion of necessary information in a timely manner in future filings required by the Sewer Undertakings and the UOSA Undertakings.]

Pursuant to several continuing disclosure undertakings entered into relating to the Fairfax County Economic Development Authority’s Transportation Contract Revenue Bonds (Route 28 Project), the County provided all required information, except that it inadvertently did not include in its annual information required under such undertakings a description of the twenty largest owners of real property by assessed value in the State Route 28 Highway Transportation Improvement District. The County has implemented procedures to ensure the inclusion of such information in future filings.

It should be noted, however, that while the County has timely filed each annual financial report required by its continuing disclosure undertakings (except as described under this caption), the filings with respect to certain bond issues were not cross-referenced to such bonds. Although such cross-references are not specifically required by the undertakings, the County has implemented procedures to ensure such cross-references in future filings.

Except as described under this caption, in the five years preceding the date of this Official Statement, the County has materially complied with its undertakings under the Rule.

Any failure by the County to perform its obligations under the Continuing Disclosure Agreement shall not constitute an Event of Default under the Bond Resolution or the 2016 [A] Bonds; rather, the

right to enforce the provisions of the Continuing Disclosure Agreement is limited to the right to compel performance. The Underwriter's obligations to purchase the 2016 [A] Bonds shall be conditioned upon receipt, at or prior to the delivery of the 2016 [A] Bonds, of an executed copy of the Continuing Disclosure Agreement.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the estimates will be realized.

The distribution of this Official Statement has been duly authorized by the Board of Supervisors of the County.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL

The distribution of this Preliminary Official Statement has been duly authorized by the Board of Supervisors of the County. The County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

**BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA**

By: _____, Chairman

BOND PURCHASE AGREEMENT

\$____,000,000
FAIRFAX COUNTY, VIRGINIA
SEWER REVENUE REFUNDING BONDS, SERIES 2016 A

_____, 2016

Fairfax County, Virginia
12000 Government Center Pkwy, Suite 561
Fairfax, VA 22035

The undersigned, _____ (the "Representative"), on its own behalf and on behalf of _____ (collectively, the "Underwriters"), hereby agrees to purchase the above-captioned bonds (the "Bonds") from Fairfax County, Virginia (the "County") pursuant to the terms and conditions of this Bond Purchase Agreement (this "Agreement").

The Bonds will be issued pursuant to, and secured under, the General Bond Resolution adopted by the Board of Supervisors of Fairfax County (the "Board of Supervisors") on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, and further amended and restated on May 18, 2009, effective July 1, 2009 (the "General Bond Resolution"). The General Bond Resolution, as supplemented by a Series Resolution adopted by the Board of Supervisors on February 16, 2016 (the "2016 A Series Resolution" and together with the General Bond Resolution, the "Resolution"), provides for the issuance of the Bonds. The General Bond Resolution was adopted pursuant to Article 3, Chapter 21, Title 15.2, Code of Virginia, 1950, as amended, and Chapter 26, Title 15.2, Code of Virginia, 1950, as amended (collectively, the "Act").

This offer is made subject to the acceptance hereof by the County evidenced by such party's execution and delivery (manually or by facsimile or electronic (PDF) transmission) of this Agreement (or the signature page) to the Underwriters or their counsel, at or prior to 5:00 p.m., Eastern Time, today. If not so accepted, this offer shall expire upon written notice sent by the Underwriters to the County at any time prior to acceptance.

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Preliminary Official Statement (as defined herein).

Section 1. Offer and Sale of the Bonds; Good Faith Deposit

(a) On the basis of the representations, warranties, covenants and agreements contained in this Agreement, and in the other agreements referred to herein, and subject to the terms and conditions described in this Agreement, the Underwriters, jointly and severally, agree to purchase the Bonds for the purchase price of \$_____, representing the par amount of the Bonds of \$_____, plus net original issue premium of \$_____, less an underwriting discount of \$_____.

The Bonds shall be dated their date of issuance and shall be payable as to principal and interest in years and amounts and at rates as shown on Exhibit A.

(b) The Underwriters acknowledge that the County has not authorized or consented to any of the following:

(i) the sale of the Bonds to any purchaser in connection with the initial public offering of the Bonds unless the Underwriters have complied with Rule G-32 of the Municipal Securities Rulemaking Board;

(ii) the offer or sale of Bonds in any jurisdiction where any such offer or sale would be in violation of the jurisdiction's securities laws;

(iii) making any representations or providing any information to prospective purchasers of the Bonds in connection with the public offering and sale of the Bonds other than the information set forth in the Preliminary Official Statement (as defined herein), the Official Statement and any amendment thereto approved in writing by the County; or

(iv) any actions in connection with the offering and sale of the Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board or the National Association of Securities Dealers, Inc. The Underwriters agree that in their offering of the Bonds they will comply with the applicable rules of the Municipal Securities Rulemaking Board.

(c) On the date hereof, \$_____ which amount is the payment in good faith on account of the purchase price of the Bonds (the "Good Faith Deposit"), shall be delivered by wire transfer of immediately available funds from the Underwriters to the account identified in writing by the County. In the event the County does not accept this offer, such Good Faith Deposit shall be immediately returned to the Underwriters by wire transfer to the account designated in writing by the Representative. In the event that the Underwriters fail (other than for a reason permitted herein) to accept and pay for the Bonds on the Closing Date (as defined herein) as herein provided, the amount of such Good Faith Deposit plus any interest earned thereon shall be retained by the County as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the County against the Underwriters arising out of the transactions contemplated hereby. In the event of the County's failure to deliver the Bonds on the Closing Date, or if the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (unless such conditions are waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the County shall immediately return to the Underwriters the Good Faith Deposit, plus any interest earned by the County on said sum from the date hereof to the date of return of the Good Faith Deposit, by wire transfer of immediately available funds to the account designated in writing by the Representative.

Section 2. Official Statement

The County hereby deems the Preliminary Official Statement to be final as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for the omission of pricing and other information allowed to be omitted pursuant to such Rule 15c2-12. The County will prepare the Official Statement in final form, including the completion of all information required pursuant to such Rule 15c2-12. The execution of the Official Statement in final form by the [County's Chairman of the Board of Supervisors] shall be conclusive evidence that the County has deemed it final as of its date. The County shall arrange for the delivery within seven business days of the date hereof, and in any event in sufficient time to accompany customer confirms requesting payment, of a reasonable number of copies of the Official Statement in final form (which need not be manually executed) to the Underwriters for delivery to each potential investor requesting a copy of the Official Statement and to each purchaser to which the Underwriters initially sells Bonds.

The Underwriters represent that a copy of the Official Statement will be deposited before the “end of the underwriting period” (as defined herein) with the Municipal Securities Rulemaking Board.

Section 3. County’s Representations, Warranties, Covenants and Agreements

The County hereby represents, warrants, covenants and agrees as follows:

(a) The County is, and will be at the Closing Time (as defined herein), (i) duly organized in the urban county executive form of government, a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) possessing all power and authority granted to counties so organized under the Constitution and laws of the Commonwealth, and (ii) authorized to enter into and adopt and perform its obligations under the Resolution, this Agreement, a Continuing Disclosure Agreement delivered by the County, dated the Closing Date (the “Continuing Disclosure Agreement”) and an escrow deposit agreement between the County and U.S. Bank National Association (the “Escrow Agreement”) (collectively, the “County Documents”).

(b) The County has complied with all provisions of the Commonwealth’s constitution and laws pertaining to the County’s adopting or entering into the County Documents and has full power and authority to consummate all transactions contemplated by the County Documents and the Official Statement and any and all other agreements relating thereto to which the County is a party.

(c) At the time of the County’s delivery of this Agreement and (unless an event occurs of the nature described in Section 3(i) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement, excluding the information under the headings “DESCRIPTION OF THE 2016 [A] BONDS – Book-Entry-Only System,” “FINANCIAL ADVISOR” and “UNDERWRITING”, and in any amendment or supplement to the Official Statement that the County may authorize for use with respect to the Bonds is and will be true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 3(i) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 3(i) below) at all times subsequent thereto up to and including the Closing Time, the County shall take all steps necessary to ensure that the Official Statement as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The County has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official Statement, (ii) the adoption, execution, delivery and due performance of the County Documents and any and all such other agreements and documents as may be required to be executed and delivered by the County in order to carry out, give effect to and consummate the transactions contemplated by the County Documents and by the Official Statement, and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the County Documents and the Official Statement. Upon the Closing Date, the County shall have duly adopted or authorized, executed and delivered each County Document, if applicable and the Official Statement.

(e) Except as and to the extent described in the Preliminary Official Statement and the Official Statement, to the County’s knowledge, there is no action, proceeding or investigation before or by any court or other public body pending or, threatened against or affecting the County or any County officer or employee in an official capacity (or, to the County’s knowledge, any basis therefor), with respect to the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated or

described herein or in the Official Statement, or the validity of the County Documents or of any other agreement or instrument to which the County is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, or the ability of the County to perform its obligations under any of the County Documents.

(f) The County's adoption or execution and delivery of the County Documents and other agreements contemplated by the County Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the County's part a material breach of or a default under any existing law, court or administrative regulation, decree or order or any material contract, agreement, loan or other instrument to which the County is subject or by which the County is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the County Documents.

(g) The County will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution and which would cause the interest on the Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) The audited financial statements of the County's Integrated Sewer System (the "Sewer System") for the fiscal year ended June 30, 2015, set forth as Appendix A to the Official Statement, present fairly the Sewer System's financial position as of June 30, 2015, and such statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis. The Official Statement presents fairly the financial information purported to be shown as of the indicated dates. There has been no material adverse change in the financial condition of the Sewer System as a whole since June 30, 2015.

(i) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly notify the Underwriters. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will, at the County's expense, supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriters shall otherwise advise the County in writing prior to the Closing Date, the County may assume that the end of the underwriting period is the Closing Time.

(j) The County is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the County Documents or the Official Statement, or the County's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offers or sales of the Bonds).

(k) The County agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request, provided that the County need not consent to jurisdiction or service of process in any state other than the Commonwealth.

(l) The County has never defaulted in the payment of principal or interest on any general obligation indebtedness, has not exercised any rights of nonappropriation or similar rights, and has not borrowed for general fund cash-flow purposes. No proceedings have ever been taken, are being taken, or are contemplated by the County under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(m) The County will comply timely with the provisions of the Continuing Disclosure Agreement.

Section 4. *Delivery of Bonds*

The Bonds shall be delivered through The Depository Trust Company in New York, New York, by 12:00 noon, Eastern Time, on _____, 20__, or such other place, time or date as shall be mutually agreed on in writing by the County and the Underwriters. Simultaneously, the Underwriters shall make the payment required pursuant to Section 1 above, in immediately available funds, to the County or at its direction. In this Agreement, the date of such delivery and payment is called the "Closing Date," and the hour and date of such delivery and payment is called the "Closing Time."

The Bonds shall be delivered in fully registered form, in the form of one Bond for each maturity, bearing CUSIP numbers (provided neither the inclusion of a wrong number on any Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Bond).

Section 5. *Conditions to Underwriters' Obligations*

The Underwriters' obligations hereunder are subject to the following conditions:

(a) The County Documents and the Official Statement shall have been duly authorized or adopted and, if applicable, executed and delivered in the forms heretofore approved by the Underwriters with only such changes as are mutually agreed on by the County and the Underwriters.

(b) The performance by the County of its obligations and adherence to its covenants hereunder to have been performed at or prior to the Closing Time.

(c) The representations and warranties contained in this Agreement by the County are true and correct today and as of the Closing Time as if made at the Closing Time.

(d) There has been no material change in the County's condition (financial or otherwise) between the most recent dates as to which information is given in the Official Statement and the Closing Time, other than as reflected in or contemplated by the Official Statement, and there are at the Closing Time no material transactions or obligations (not in the ordinary course of business) entered into by the County subsequent to the date of the Official Statement, other than as reflected in or contemplated by the Official Statement.

(e) All necessary approvals, whether legal or administrative, have been obtained from such federal, state and local entities or agencies as are appropriate and are required in connection with the financing.

(f) At the Closing Time, the Underwriters shall have received:

(i) Opinions dated the Closing Date of (A) Sidley Austin LLP, Bond Counsel, in substantially the form of Appendix VI to the Official Statement, and (B) _____, counsel to the Underwriters, in form and substance acceptable to the Underwriters.

(ii) An opinion of David P. Bobzien, Esq., County Attorney, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the County is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested

with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the Resolution was duly adopted by the Board of Supervisors of the County and is in full force and effect, (C) the County has all necessary power and authority (1) to adopt or execute and deliver, as applicable, the County Documents and (2) to consummate all of the actions contemplated by the County Documents, (D) the County Documents have been duly authorized and, if applicable, executed and delivered by the County and constitute valid and legally binding obligations of the County, enforceable (subject to customary exceptions) against the County in accordance with their terms, (E) no further approval, consent or withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the County to execute and deliver and perform its obligations under the County Documents, (F) the adoption by the Board of Supervisors of the Resolution and the execution and delivery by the County of the other County Documents and the consummation by the County of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents, and (G) to the County's knowledge there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the County or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Bonds or the application of proceeds of the Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the County of the transactions contemplated by the County Documents and the Official Statement or the validity or enforceability of the Bonds or the County Documents.

(iii) A supplemental opinion of Bond Counsel, dated the Closing Date and in form and substance acceptable to the Underwriters, that authorizes the Underwriters to rely on the approving opinion of Bond Counsel and, additionally, is to the effect that

(A) the information contained in those portions of the Official Statement entitled **“DESCRIPTION OF THE 2016 [A] BONDS (excluding Book-Entry-Only System),” “SECURITY FOR AND SOURCES OF PAYMENT OF THE 2016 [A] BONDS,” “APPROVAL OF LEGAL PROCEEDINGS,” “TAX MATTERS,”** and **“FUTURE FINANCIAL INFORMATION,”** insofar as such information summarizes provisions of the County Documents or is a description of opinions rendered by Bond Counsel, is a fair and accurate summary of the information purported to be summarized, and such statements, as summaries, do not contain an untrue statement of a material fact or omit to state a material fact necessary to make such statements, as summaries, in the light of the circumstances under which they were made, not misleading.

(B) the Bonds do not require registration under the Securities Act of 1933, as amended (the “Securities Act”); and

(C) the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), does not require the qualification of the Resolution thereunder.

(iv) Evidence satisfactory to the Underwriters that the Bonds have received ratings of “___” from Moody's Investors Service, Inc., “___” from Fitch Ratings and “___” from Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and that such ratings are in effect at the Closing Time.

(v) Certified copies of all relevant proceedings of the Board of Supervisors of the County.

(vi) Original executed or certified copies of the County Documents.

(vii) Signed copies of a certificate or certificates, dated the Closing Date, signed by the County Executive to the effect that (1) the representations and warranties of the County contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the Official Statement does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) to the knowledge of such officer no litigation is pending against the County or pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the County or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or materially and adversely affecting the ability of the County to pay principal and interest on the Bonds, or in any way materially and adversely contesting or affecting the validity or enforceability of the Bonds, the Resolution or this Agreement, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the County or its authority with respect to the County Documents; (4) to the best of the knowledge of such officer, no event materially and adversely affecting the County or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the County, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event); (5) the County has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the County by the Official Statement; and (6) the County has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(viii) Receipt by the Underwriters and Bond Counsel of a tax certificate of the County which includes the issue price certificate for the Bonds of the Underwriters the form of which appears as Exhibit B to this Agreement.

(ix) A letter in form and substance satisfactory to the Representative of Robert Thomas, CPA, LLC, the Verification Agent, dated no later than the Closing Date and addressed to the County and the Underwriters (the "Verification Report") (A) verifying the accuracy of the mathematical computations of the adequacy of the maturing principal of, premium, if any, and interest earned on the obligations to be held pursuant to the Escrow Agreement together with cash deposited thereunder, if any, to provide for the payment of the principal of and interest on the bonds to be refunded when due, and (B) consenting to the reference to them and to their Verification Report under the caption of the Official Statement entitled "VERIFICATION OF MATHEMATICAL COMPUTATIONS;"

(x) Such additional certificates and other documents in such form and substance as the Underwriters, their counsel or Bond Counsel may request to evidence performance of or compliance with the provisions of the County Documents or the Official Statement and the transactions contemplated hereby and thereby, the truth and accuracy as of the Closing Time of the County's representations herein and in the Official Statement, and the County's due performance at or prior to the Closing Time of all agreements then to be performed by the County.

The delivery of the above documents shall be made on the Closing Date, at or prior to the Closing Time, at the offices of Sidley Austin LLP, Washington, D.C., or at such other place as the County and the Underwriters may hereafter determine.

The County shall exercise its reasonable best efforts to fulfill such of the foregoing conditions as may be under their control or direction. In no event shall the failure of any such condition to be met constitute a default on the part of any party (except any party who had such condition under its control or direction).

The provisions of Section 1(c) shall apply whether or not the failure of any such condition to be met constitutes a default on the part of any party.

Section 6. *Underwriters' Right to Cancel*

The Underwriters have the right to cancel their obligations hereunder by written notification from the Representative to the County of the Underwriters election to do so between today and the Closing Time, if at any time before the Closing Time:

(a) legislation shall have been enacted or introduced by the Congress of the United States or the legislature of the Commonwealth or legislation shall have been reported out of committee of either body or be pending in committee of either body, or a decision shall have been rendered by a court of the United States or the Commonwealth or the Tax Court of the United States, or a ruling, resolution, regulation, or temporary regulation, release, or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or Commonwealth authority, with respect to federal or Commonwealth taxation upon revenues or other income of the general character of that to be derived by the County from its operations, or upon interest received on obligations of the general character of the Bonds that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Bonds, or the market price generally of obligations of the general character of the Bonds; or

(b) there shall exist any event or circumstance that in the Underwriters' reasonable judgment either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading in any material respect; or

(c) there shall have occurred (a) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs; or (b) the occurrence of any other calamity or crisis or any change in the financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (a) or (b), in the judgment of the Underwriters, materially adversely affects the market for the Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by an order of the Securities and Exchange Commission (the "SEC") or any other governmental authority having jurisdiction that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Bonds; or

(e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Bonds; or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Bonds or any comparable securities of the County, or any obligations of the general character of the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act, or otherwise, or would be in violation of any provision of the federal securities laws; or

(g) there shall be established any new restriction on transactions in securities materially affecting (a) the free market for securities (including the imposition of any limitation on interest rates) or (b) the extension of credit by, or a change to the net capital requirements of, the Underwriters established by the

New York Stock Exchange, the SEC, any other federal or state agency or the Congress of the United States, or by Executive Order; or

(h) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any County Documents or other documents relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws; or

(i) there shall have been any material adverse change in the affairs of the County's Wastewater System that in the Underwriters' reasonable judgment will materially adversely affect the market price for the Bonds; or

(j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the County or the Commonwealth (which, in the case of a financial crisis or default of the Commonwealth, causes a material adverse change in the affairs of the County) or proceedings under the bankruptcy laws of the United States or insolvency laws of the Commonwealth shall have been instituted by the County in either case the effect of which, in the reasonable judgment of the Underwriters, is such as to materially and adversely affect the market price or the marketability of the Bonds.

Section 7. Representations, Warranties, Covenants and Agreements to Survive Delivery

All of the County's representations, warranties, covenants and agreements in this Agreement shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Bonds or of termination or cancellation of this Agreement.

Section 8. Expenses

The County and the Underwriters acknowledge that the underwriting fee provided for in Section 1 represents compensation and reimbursement to the Underwriters for expenses; provided, however, that nothing in this acknowledgement shall be deemed to make the Underwriters agents of the County.

The Underwriters shall pay their out-of-pocket expenses, including the fees and expenses of Underwriters' counsel (including the cost of performing any blue sky and legal investment surveys), including advertising expenses in connection with a public offering of the Bonds, fees of the CUSIP Bureau and any fees of the Municipal Securities Rulemaking Board or the Securities Industry and Financial Markets Association.

The County shall pay all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the Bonds, including, without limitation, the fees and expenses of Bond Counsel, rating agency fees and expenses, the fees and expenses of the bond registrar and paying agent, any registration or similar fees for qualifying the Bonds for sale in various jurisdictions chosen by the Underwriters and agreed to by the County and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement. The County shall also pay all meal, travel and lodging, expenses of its own officials and employees.

Section 9. Miscellaneous

(a) Any notice or other communication to be given hereunder may be given by mailing or delivering the same in writing as follows:

If to the Underwriters:

Attention: _____

If to the County:

Fairfax County, Virginia
Attention: Chief Financial Officer
12000 Government Center Parkway
Fairfax, Virginia 22035

(b) The parties intend that this Agreement shall be governed by the laws of the Commonwealth.

(c) This Agreement may be executed in several counterparts (including separate counterparts), each of which shall be regarded as an original and all of which shall constitute one and the same document.

(d) This Agreement will inure to the benefit of and be binding on the County and the Underwriters and their respective successors and assigns, but will not confer any rights on any other person, partnership, association or corporation other than persons, if any, controlling the County and the Underwriters within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended. The terms “successors” and “assigns” shall not include any purchaser of any Bond from the Underwriters merely because of such purchase.

(e) No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the County in such person’s individual capacity, and no officer, member, employee or agent of the County shall be liable personally for the performance of any obligation under this Agreement. No recourse shall be had by the Underwriters for any claim based on this Agreement or otherwise against any officer, member, employee or agent of the County in his or her individual capacity, provided such person acts in good faith, all such liabilities, if any, being hereby expressly waived and released by the Underwriters.

(f) Section headings in this Agreement are a matter of convenience of reference only, and such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement. Terms of any gender used herein shall include the masculine, feminine and neuter.

(g) Notwithstanding any provision herein to the contrary, the Underwriters, in their sole discretion, may waive the performance of any and all obligations of the County hereunder and the performance of any and all conditions contained herein for the Underwriters’ benefit, and the Underwriters’ approval when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by an appropriate officer or officers of the Representative, on the Underwriters’ behalf, and delivered to the County.

(h) This Agreement is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by the parties hereto.

(i) The County acknowledges and agrees that: (i) the primary role of the Underwriters, as underwriters, is to purchase securities for resale to investors, in an arm’s-length commercial transaction

between the County and the Underwriters and that the Underwriters have financial and other interests that differ from those of the County.; (ii) the Underwriters are not acting as a municipal advisor, financial advisor, or fiduciary to the County and have not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the County on other matters); (iii) the only obligations the Underwriters have to the County with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the County has consulted its own financial or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

- (j) This Agreement is effective on its acceptance by the County.

_____,
On behalf of the Underwriters, including itself

By _____

[Signature Continued on Following Page]

[Counterpart Signature Page to Bond Purchase Agreement]

Accepted and agreed to:

By: _____

EXHIBIT A

\$ _____
FAIRFAX COUNTY, VIRGINIA
SEWER REVENUE REFUNDING BONDS, SERIES 2016 A

SERIES 2016 A BONDS
RATE AND MATURITY SCHEDULE

<u>Maturity</u> <u>(July 15)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Maturity</u> <u>(July 15)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
20__		\$ %	%	20__		\$ %	%
20__				20__			
20__				20__			
20__				20__			
20__				20__			

SERIES 2016 A BONDS REDEMPTION PROVISIONS

[To Come]

EXHIBIT B

\$ _____
FAIRFAX COUNTY, VIRGINIA
SEWER REVENUE REFUNDING BONDS, SERIES 2016 A

CERTIFICATE OF _____

\$ _____
Fairfax County, Virginia
Sewer Revenue Refunding Bonds, Series 2016 A

This Certificate is furnished by _____, as representative of the underwriters of the above-referenced Bonds (the “Underwriters”), to establish the initial offering prices of the Bonds for purposes of determining the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”) and certain other matters relating to the Bonds.

Capitalized terms used and not defined herein are as defined in the Tax Certificate to which this certification is attached as Exhibit ____.

Based on the foregoing, the undersigned DOES HEREBY CERTIFY as follows:

A. Issue Price

1. The Underwriters reasonably expected on _____, 2016, which is the date on which a written binding agreement to purchase the Bonds was entered into (the “Sale Date”), to sell all of the Bonds for cash to the “General Public” (as defined below) at the respective initial public offering prices for each maturity of substantially identical Bonds, as set forth in Schedule I hereto (each an “Initial Public Offering Price” and, collectively, the “Initial Public Offering Prices”).

2. The Underwriters made a bona fide offering of each maturity of the Bonds to the General Public at its respective Initial Public Offering Price.

3. Except as provided in paragraph 4 below, with respect to each maturity of substantially identical Bonds, the Underwriters first sold for cash at least 10% of such maturity of the Bonds to the General Public at a price equal to its Initial Public Offering Price.

4. In the case of the Bonds maturing on _____, 20____, _____, 20____ and _____, 20____ (the “Unsold Bonds”), although the Underwriters made a bona fide public offering of all of the Unsold Bonds to the General Public at their Initial Public Offering Prices, and reasonably expected on the Sale Date to sell all of the Unsold Bonds to the General Public for cash at their Initial Public Offering Prices, the Underwriters have not sold at least ten percent (10%) of the Unsold Bonds and have temporarily retained them in inventory. While it can be reasonably expected that (i) such Unsold Bonds will be held as inventory until sold to the General Public (as opposed to being held

for the Underwriter's own account), and (ii) such sale to the General Public may be at prices higher than the Initial Public Offering Prices, the Underwriters' reasonable expectations regarding the fair market value of the Bonds, as of the Sale Date, are those reflected as the Initial Public Offering Prices.

4. The aggregate Initial Public Offering Prices of all of the Bonds is \$_____.

5. We have no reason to believe that any of the Initial Public Offering Prices is more than a fair market value of the Bonds as of the Sale Date.

6. For purposes of this certificate, the term "General Public" means the general public of investors who are purchasing for their own account as ultimate purchasers and does not include bond houses, brokers and similar persons acting in the capacity of underwriters or wholesalers.

We understand that the foregoing information may, among other things, be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and by the Issuer's Bond Counsel, Sidley Austin LLP, in connection with its opinion as to the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

Dated: _____, 20__ _____

By:
Title:

Schedule I of Exhibit __

Initial Public Offering Prices

Maturity <u>Date</u>	Principal <u>Amount (\$)</u>	Interest <u>Rate (%)</u> %	Price <u>(% of Par)</u>
07/15/20__			
07/15/20__			
07/15/20__			
07/15/20__			
07/15/20__			
07/15/20__			
07/15/20__			
07/15/20__			
07/15/20__			
Total	\$		

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by Fairfax County, Virginia (the “County”) in connection with the issuance by the County of \$_____ aggregate principal amount of its Sewer Revenue Refunding Bonds, Series 2016 [A] (the “Bonds” or “2016 A Bonds”) pursuant to the provisions of the General Bond Resolution adopted by the Board of Supervisors of Fairfax County (the “Board of Supervisors”) on July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, and further amended and restated on May 18, 2009, effective July 1, 2009 (the “General Bond Resolution”). The General Bond Resolution was supplemented by the Series Resolution adopted by the Board of Supervisors on July 21, 1986, as amended and restated on August 4, 1986, supplemented on June 26, 1989, further supplemented by the Series Resolution adopted by the Board of Supervisors on April 12, 1993, further supplemented by the Series Resolution adopted by the Board of Supervisors on June 17, 1996, further supplemented by the Series Resolution adopted by the Board of Supervisors on September 13, 2004, further amended and supplemented by the Series Resolution adopted by the Board of Supervisors on May 18, 2009, further supplemented by the Series Resolution adopted by the Board of Supervisors on June 18, 2012, further supplemented by the Series Resolution adopted by the Board of Supervisors on March 4, 2014, further supplemented by the Series Resolution adopted by the Board of Supervisors on February 16, 2016, providing for the issuance of the 2016 A Bonds (the “2016 A Series Resolution”). The 2016 A Bonds are being issued to provide funds for (i) refunding certain of the outstanding Sewer Revenue Bonds, Series 2009, (ii) refunding certain of the outstanding Sewer Revenue Bonds, Series 2012 and (iii) paying the costs of issuing the 2016 A Bonds. The County hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders of the 2016 A Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The County acknowledges that it is undertaking primary responsibility for any reports, notices or disclosures that may be required under this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Dissemination Agent” shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Filing Date” shall have the meaning given to such term in Section 3(a) hereof.

“Fiscal Year” shall mean the twelve-month period at the end of which financial position and results of operations are determined. Currently, the County’s Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

“Holder” or “holder” shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a 2016 A Bond.

“Listed Events” shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

- principal and interest payment delinquencies;
- non-payment related defaults; if material;
- unscheduled draws on debt service reserves reflecting financial difficulties;
- unscheduled draws on credit enhancements reflecting financial difficulties;
- substitution of credit or liquidity providers, or their failure to perform;

adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to the tax-exempt status of the 2016 A Bonds or other material events affecting the tax-exempt status of the 2016 A Bonds;

- modifications to rights of holders, if material;
- bond calls, if material, and tender offers;
- defeasances;
- release, substitution, or sale of property securing repayment of the Bonds, if material;
- rating changes;

bankruptcy, insolvency, receivership or similar event of the County; which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County;

the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material; and

appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

“Participating Underwriter” shall mean any of the original underwriters of the County’s 2016 A Bonds required to comply with the Rule in connection with the offering of such Bonds.

“Repository” shall mean The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board. EMMA is recognized as a National Repository for purposes of the Rule.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the “Filing Date”) that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ending June 30, 2016). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement and (iii) shall include the County’s audited financial statements for the County’s Integrated Sewer System (the “System”) or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements for the System must be submitted, if and when available, together with or separately from the Annual Report.

B. The annual financial statements for the System shall be prepared on the basis of generally accepted accounting principles and will be audited. Copies of the audited annual financial statements, which may be filed separately from the Annual Report, will be filed with the Repository when they become publicly available.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (a) hereto or to file its audited annual financial statements for the System with the Repository when they become publicly available, the County shall send a notice to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, annual financial information relating to the System, including operating data, updating such information relating to the System as described in Exhibit A, all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an “obligated person” (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Repository. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The County will provide within 10 business days to the Repository notice of any of the Listed Events.

SECTION 6. Termination of Reporting Obligation. The County’s obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the 2016 A Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may

discharge any such Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the General Bond Resolution, the 2016 A Series Resolution or the 2016 A Bonds of the County, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the County's Bonds, and shall create no rights in any other person or entity.

Date: _____, 2016

FAIRFAX COUNTY, VIRGINIA

By: _____
Joseph M. Mondoro
Chief Financial Officer

Exhibit A**CONTENT OF ANNUAL REPORT**

For the most recent complete fiscal year:

- (a) Number of connections (or accounts).
- (b) Rate schedule.
- (c) Total amounts for:
 - (i) Service charge revenues,
 - (ii) Availability/connection fee revenues,
 - (iii) Interest income revenues,
 - (iv) Total System Gross Revenues,
 - (v) System Operating Expenses,
 - (vi) Expense payments,
 - (vii) Debt service payments on Bonds and Parity Indebtedness, and
 - (viii) Debt service payments on Subordinate Obligations.
- (d) Identity of any customer of the System paying over 5% of the total service charge revenues charge revenues of the System and the specific percentage for such customer.
- (e) System capacity (flows in mgd) and System wastewater flows.

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

Exhibit B

**NOTICE OF FAILURE TO FILE ANNUAL REPORT
[AUDITED ANNUAL FINANCIAL STATEMENTS]**

**Re: FAIRFAX COUNTY, VIRGINIA
SEWER REVENUE REFUNDING BONDS,
SERIES 2016 A**

CUSIP NOS.:

Dated: _____,

NOTICE IS HEREBY GIVEN that Fairfax County, Virginia has not provided an Annual Report [Audited Annual Financial Statements] as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds issued pursuant to that certain Series Resolution adopted on February 16, 2016, by the Board of Supervisors of the County, the proceeds of which were used to refund certain of outstanding sewer revenue bonds issued by the County and to pay the costs of issuing the 2016 A Bonds. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By _____

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of _____, 2016, by and between **Fairfax County, Virginia** (the “County”), a political subdivision of the Commonwealth of Virginia, and **U.S. Bank National Association**, Richmond, Virginia, a national banking association organized and existing under the laws of the United States of America, and any successor thereto, as escrow agent (the “Escrow Agent”),

W I T N E S S E T H:

WHEREAS, the County has issued its Sewer Revenue Bonds, Series 2009, in the aggregate principal amount of \$152,255,000 dated and issued on June 17, 2009, maturing July 15, 2010 to 2039, inclusive, and first subject to optional redemption on July 15, 2019 (the “2009 Bonds”) pursuant to the provisions of a General Bond Resolution and a Series Resolution duly adopted by the Board of Supervisors of the County July 29, 1985, amended and restated on July 21, 1986, further amended on January 9, 1989, further amended and restated on June 26, 1989, and further amended and restated on May 18, 2009, effective July 1, 2009 (the “General Bond Resolution”), as supplemented by a Series Resolution adopted by the Board of Supervisors on May 18, 2009 (the “2009 Series Resolution”); and

WHEREAS, the County has issued its Sewer Revenue Bonds, Series 2012, in the aggregate principal amount of \$90,710,000 dated and issued on August 8, 2012, maturing July 15, 2013 to 2042, inclusive, and first subject to optional redemption on July 15, 2021 (the “2012 Bonds”) pursuant to the provisions of the General Bond Resolution, as supplemented by a Series Resolution adopted by the Board of Supervisors on June 19, 2012 (the “2012 Series Resolution” and together with the 2009 Series Resolution, the “Series Resolutions”); and

WHEREAS, the County has determined to refund for debt service savings [all] the outstanding portions of each of the July, 20__ through 20__ maturities, inclusive, of the 2009 Bonds (the “2009 Refunded Bonds”) and to give U.S. Bank National Association, as bond registrar and paying agent for the 2009 Refunded Bonds (the “2009 Refunded Bonds Paying Agent”) irrevocable instructions to call such 2009 Refunded Bonds for redemption on July 15, 2019, at the applicable redemption price of 100% of the principal amount of each 2009 Refunded Bond plus accrued interest to the redemption date; and

WHEREAS, the County has determined to refund for debt service savings [all] the outstanding portions of each of the July, 20__ through 20__ maturities, inclusive, of the 2012 Bonds (the “2012 Refunded Bonds” and together with the 2009 Refunded Bonds, the “Refunded Bonds”) and to give U.S. Bank National Association, as bond registrar and paying agent for the 2012 Refunded Bonds (the “2012 Refunded Bonds Paying Agent” and together with the 2009 Refunded Bonds Paying Agent, the “Refunded Bonds Paying Agent”) irrevocable instructions to call such 2012 Refunded Bonds for redemption on July 15, 2021, at the applicable redemption price of 100% of the principal amount of each 2012 Refunded Bond plus accrued interest to the redemption date; and

WHEREAS, the County has deposited with the Escrow Agent \$_____ (the “Deposit”) which consists of (i) \$_____ derived from a portion of the proceeds of the \$_____ Fairfax County, Virginia, Sewer Revenue Refunding Bonds, Series 2016 [A] (the “Refunding Bonds”), [(ii) \$_____ released from the Reserve Subfund established under the [General] Bond Resolution and (iii) \$_____ released from the Debt Service Subfund established under the General Bond Resolution,] and has made arrangements for and has directed the Escrow Agent to purchase from the Deposit the securities listed in Appendix A, that, without consideration of any reinvestment of the maturing principal and interest on such escrow securities, will provide sufficient money, to enable the Escrow Agent to pay to the registered owners, on behalf of the County and the Refunded Bonds Paying Agent, the Refunded Bonds as follows:

(a) (i) the principal of the 2009 Refunded Bonds on July 15, 2019, (the “2009 Refunded Bonds Redemption Date”) and (ii) when due and payable the interest to accrue on the 2009 Refunded Bonds to and including the 2009 Refunded Bonds Redemption Date all as set forth in Appendix B-1; and

(b) (i) the principal of the 2012 Refunded Bonds on July 15, 2021, (the “2012 Refunded Bonds Redemption Date”) and (ii) when due and payable the interest to accrue on the 2012 Refunded Bonds to and including the 2012 Refunded Bonds Redemption Date all as set forth in Appendix B-2; and

WHEREAS, in order to ensure that the procedures required for the redemption of the Refunded Bonds will be followed, the County and the Escrow Agent have agreed to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Receipt of Verification Report.** Receipt of a true and correct copy of the verification report (Appendix E to this Agreement) of Robert Thomas, CPA, LLC dated _____, 2016 (the “Verification Report”), is hereby acknowledged by the Escrow Agent.

2. **Creation of and Deposits to Escrow Fund.** There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund, designated the “Fairfax County Sewer Revenue Refunding Bonds 2016 [A] Escrow Fund” (the “Escrow Fund”), to be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, and separate and apart from other funds of the County and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of, and deposit to the credit of the Escrow Fund, the Deposit, a portion of which has been or is to be used to purchase the Escrow Securities listed in Appendix A.

3. **Investment of Escrow Fund.** The Escrow Agent represents and acknowledges that on the date hereof it will use \$_____ of the Deposit to purchase the Escrow Securities, described in Appendix A, in the principal amount of \$_____ at the respective purchase prices indicated in Appendix A and credit such Escrow Securities to the Escrow Fund. The Escrow Agent further represents that it will hold \$_____ of the Deposit uninvested.

4. **Sufficiency Representation.** (a) In sole reliance upon the Verification Report, the County represents that the interest on and the maturing principal amounts of the Escrow Securities in accordance with their terms (without consideration of any reinvestment of such maturing principal and interest) are sufficient to assure that money will be available to the Escrow Agent in the amounts and on the dates required to pay (i) the principal of the Refunded Bonds on their respective 2009 Refunded Bonds Redemption Date and 2012 Refunded Bonds Redemption Date (collectively, the “Redemption Dates”) and (ii) when due and payable, the interest to accrue on the Refunded Bonds, to the respective Redemption Dates, all as described in Appendices B-1 and B-2. If the Escrow Securities (hereinafter defined) shall be insufficient to make such payments as they become due and payable, the County shall, from available money, timely pay to the Escrow Agent for deposit to the Escrow Fund such additional amounts as may be required to meet fully the amount so due and payable. Notice of any insufficiency in the Escrow Fund shall be given by the Escrow Agent to the County as promptly as possible, but the Escrow Agent shall in no manner be responsible for the County’s failure to make any payments to the Escrow Fund.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrow Securities and the Deposit to meet the payment requirements of the Refunded Bonds, nor shall the Escrow Agent be liable for any deficiencies in the amounts necessary to meet the payment requirements.

5. **Escrow Fund.** The Escrow Agent shall hold the cash and the book-entry credits of the Escrow Securities in the Escrow Fund at all times as a special and separate escrow fund for the benefit of the holders of the Refunded Bonds, wholly segregated from other funds and securities on deposit with it, shall never commingle the Escrow Securities with other funds or securities owned or held by it, and shall never at any time use, loan, or borrow the same in any way other than as provided in this Agreement. The Escrow Fund is hereby irrevocably pledged to the payment of the Refunded Bonds in the amounts and on the dates set forth in Appendices B-1 and B-2. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical money, or any part thereof, in the Escrow Fund if it is impractical, but money of an equal amount, except to the extent represented by the Escrow Securities, must always be maintained on deposit in the Escrow Fund as an escrow fund held by the Escrow Agent; and a special account for the Escrow Fund evidencing such holdings shall at all times, until the termination of this Agreement in accordance with Paragraph 23 hereof, be maintained on the books of the Escrow Agent, together with the Escrow Securities so purchased and any cash on deposit therein.

6. **Investment Income.** (a) The Escrow Agent shall from time to time collect and receive the interest accruing and payable on the Escrow Securities and any Substituted Escrow Securities (as defined in Paragraph 7(b)) (collectively, the “Escrow Securities”) and the maturing principal amounts of the Escrow Securities as the same become due, and credit the same to the Escrow Fund, so that the interest on and proceeds of the Escrow Securities, as the same become due, will be available to meet the payment requirements of the Refunded Bonds, as shown in Appendices B-1 and B-2 to this Agreement.

The County, hereby irrevocably instructs the Escrow Agent, in its capacity as the Refunded Bonds Paying Agent, to apply the principal and interest received from the Escrow Securities to the payment, for the account of the County, of the interest and premium on and principal of the Refunded Bonds. The Escrow Agent shall make such payments directly to The Depository Trust

Company (“DTC”) for Cede & Co., as registered owner of the Refunded Bonds and the partnership nominee of DTC, in the amounts and at the times specified within Appendices B-1 and B-2.

No further direction will be required by the Escrow Agent upon receipt of this wire transfer information.

7. **Reinvestment; Substitution.** (a) Except as otherwise provided in this Paragraph 7, neither the County nor the Escrow Agent shall otherwise invest or reinvest any money in the Escrow Fund.

(b) Upon the prior written request of the County and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of, or request the redemption of Escrow Securities (or any previously acquired Substituted Escrow Securities) as shall be specified in such request by the County and shall substitute for such Escrow Securities (or Substituted Escrow Securities) direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America designated by the County in such written request (the “Substituted Escrow Securities”). The Escrow Agent shall purchase the Substituted Escrow Securities with the proceeds derived from the sale, transfer, disposition or redemption of the Escrow Securities (or previously acquired Substituted Escrow Securities) and money, if any, provided by the County. No substitution for the Escrow Securities (or previously acquired Substituted Escrow Securities) shall be made by the Escrow Agent unless:

(i) the Escrow Agent shall have received the opinion of Sidley Austin LLP, Washington, D.C., Bond Counsel, or other nationally recognized bond counsel, designated by the County, stating that such substitution will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds or on the Refunding Bonds and that such substitution is permitted by this Agreement; and

(ii) the Escrow Agent shall have received a verification report from a firm of independent certified public accountants selected by the County, stating that the principal of and interest on the Substituted Escrow Securities, together with any cash or Escrow Securities (or any previously acquired Substituted Escrow Securities) in the Escrow Fund for which substitution is not then being made, will be fully sufficient, without reinvestment, to meet the payment requirements with respect to the Refunded Bonds.

(c) Investments in mutual funds or unit investment trusts are prohibited.

8. **No Liability.** The Escrow Agent shall not be liable or responsible for any loss resulting from any investment or reinvestment made in the Escrow Securities.

9. **Inviolability of Escrow Fund.** In the event of the Escrow Agent’s failure to account for any funds or securities received by it for the County’s account under this Agreement, such funds and securities shall be and remain the property of the Escrow Fund, and the County and the holders of the Refunded Bonds shall be entitled to such preferred claims, and shall have such first liens, upon such funds and securities as are enjoyed by a trust beneficiary. If for any reason particular Escrow Securities or money cannot be identified, the Escrow Agent shall proceed

as promptly as possible to make such identification. The money and securities received by the Escrow Agent under this Agreement shall not be considered banking deposits by the County, and the County shall have no right or title with respect thereto. The money and securities so received by the Escrow Agent as Escrow Agent under this Agreement shall not be subject to checks or drafts drawn by the County.

10. **[Reserved.]**

11. **Notice of Establishment of Escrow Fund; Redemption.** (a) The County directs the Escrow Agent, and the Escrow Agent agrees, to cause the notice of the establishment of the Escrow Fund, and of the deposit of the Deposit and Escrow Securities to the Escrow Fund, to be sent by via electronic means only to The Electronic Municipal Market Access system administered by the Municipal Securities Rulemaking Board (“EMMA”), within two (2) days after the date of this Agreement, such notice to be in substantially the form set forth in Appendices C-1 and C-2.

(b1) The County hereby specifically and irrevocably elects to redeem on the 2009 Refunded Bonds Redemption Date the 2009 Refunded Bonds at the applicable redemption price of 100% of the principal amount of each 2009 Refunded Bond plus accrued interest to the 2009 Refunded Bonds Redemption Date, as set forth in Appendix C-1.

(b2) The County hereby specifically and irrevocably elects to redeem on the 2012 Refunded Bonds Redemption Date the 2012 Refunded Bonds at the applicable redemption price of 100% of the principal amount of each 2012 Refunded Bond plus accrued interest to the 2012 Refunded Bonds Redemption Date, as set forth in Appendix C-2.

(c) The County directs the Escrow Agent, and the Escrow Agent agrees, to cause the notices of redemption, to be sent by certified mail, postage prepaid to the registered owners of the Refunded Bonds at least 30 but not more than 60 days prior to the applicable Refunded Bonds Redemption Dates. The County agrees to take all other steps necessary for the redemption thereof, as provided in and in accordance with the applicable provisions of the General Bond Resolution and Series Resolutions. Notice of such redemptions shall be in substantially the form set forth in Appendices D-1 and D-2.

(d) The Escrow Agent shall also take the following actions with respect to such notice of redemption:

Not less than thirty-five (35) days prior to the days of redemption, notice of such redemption shall be given by (i) confirmed email transmission, (ii) telephonically confirmed facsimile transmission or (iii) through EMMA and the following securities depository at the address and transmission number given, or such other address or transmission number as may have been delivered in writing to the Escrow Agent for such purpose not later than the close of business on the day before such notice is given:

The Depository Trust Company
 55 Water Street
 New York, New York 10041
 Telephone: (212) 855-1000
 Facsimile transmission:
 (212) 855-7232
 (212) 855-7233
 Email: redemptions@dtcc.com

12. **Duties of Escrow Agent.** The Escrow Agent shall have no responsibility to any person in connection herewith except the responsibilities specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own negligence or misconduct in the performance of any obligation imposed on it hereunder. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by nor need it give consideration to the terms or provisions of any other agreement or undertaking between the County and other persons, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement. Unless it is specifically provided, the Escrow Agent has no duty to determine or to inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable for its own misconduct and its negligence. In determining the occurrence of any such event or contingency, the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency and, in this connection, may inquire and consult with the County, among others, at any time. The Escrow Agent shall be entitled to rely upon such evidence that it in good faith believes to be genuine. The Escrow Agent may consult with legal counsel, and the opinion of such counsel shall be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

13. **Benefits of Agreement.** This Agreement is between the County and the Escrow Agent only, and, in connection herewith, the Escrow Agent is authorized by the County to rely upon the representations of the County in connection with this Agreement, and the Escrow Agent shall not be liable to any person in any manner for such reliance. The duties of the Escrow Agent hereunder shall only be to the County and the owners of the Refunded Bonds. Neither the County nor the Escrow Agent shall assign or transfer or attempt to assign or transfer its interest hereunder or any part thereof. Any such assignment or attempted assignment shall be in direct conflict with this Agreement and shall be void and without effect.

14. **Reliance on Instruments.** The Escrow Agent may act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document that the Escrow Agent in good faith believes to be genuine and to be what it purports to be.

15. **Notices.** Any notice, authorization, request, or demand required or permitted to be given between the parties hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

to the County:

Board of Supervisors of the County of Fairfax, Virginia
12000 Government Center Parkway
Fairfax, VA 22035

Attention: County Executive

With a copy to:

Department of Finance
Fairfax County, Virginia
12000 Government Center Parkway
Fairfax, VA 22035

Attention: Director

to the Escrow Agent:

U.S. Bank National Association
U.S. Bank Corporate Trust Services
1021 East Cary Street, Suite 1850
Richmond, VA 23219

Attention: Stephanie E. Haysley

16. **Business Days.** Whenever under the terms of this Agreement the performance date of any act to be done hereunder shall fall on a day that is not a legal banking day in Richmond, Virginia, and upon which the Escrow Agent is not open for business, the performance thereof on the next succeeding business day of the Escrow Agent shall be deemed to be in full compliance with this Agreement. Whenever time is referred to in this Agreement, it shall be the time recognized by the Escrow Agent in the ordinary conduct of its respective normal business transactions.

17. **Agreement Binding Upon Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors, and assigns.

18. **Fee of Escrow Agent.** The compensation for the Escrow Agent under this Agreement has been agreed upon by the Escrow Agent and the County and is to be paid from funds other than the Deposit and Escrow Securities and the income thereon.

Any legal expenses, or any costs, charges or expenses associated with the mailing of any notice with respect to the Refunded Bonds under this Agreement of the Escrow Agent, shall be

paid by the County solely from funds of the County, and in no event shall such costs, charges or expenses give rise to any claim against the Escrow Fund, the money of which are solely for the benefit of the holders of the Refunded Bonds.

19. **Resignation of Escrow Agent.** The Escrow Agent may resign and thereby become discharged from the duties hereby created, by notice in writing given to the County not less than sixty (60) days before such resignation shall take effect. The Escrow Agent shall continue to serve as Escrow Agent until a successor is appointed. Such resignation shall take effect immediately, however, upon the appointment of a new Escrow Agent hereunder, if such new Escrow Agent shall be appointed before the time limited by such notice and such new Escrow Agent shall have accepted the trusts hereof. In the event of a resignation, the Escrow Agent shall be liable for all costs and expenses (but not including administrative fees) associated with the appointment of a new Escrow Agent and the transfer of the responsibilities outlined in this Agreement to the new Escrow Agent.

20. **Removal of Escrow Agent.** The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the owners of not less than a majority in aggregate principal amount of the Refunded Bonds then unpaid, such instruments to be filed with the County. A photographic copy of any instrument filed with the County under the provisions of this paragraph shall be delivered by the County to the Escrow Agent.

The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent, by any court of competent jurisdiction upon the application of the County or the owners of not less than a majority in aggregate principal amount of the Refunded Bonds then unpaid.

21. **Appointment of Successor Escrow Agent.** If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the County shall appoint an Escrow Agent to fill such vacancy. The County shall notify the registered owners of any such appointment made by it by mail, postage prepaid within sixty (60) days of such appointment.

At any time after such appointment by the County, and prior to the termination of this Agreement in accordance with Paragraph 23, the owners of a majority in aggregate principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed and filed with the County, may appoint a successor Escrow Agent that shall supersede any Escrow Agent theretofore appointed by the County. Photographic copies of each such instrument shall be delivered promptly by the County to the predecessor Escrow Agent and to the Escrow Agent so appointed by the owners of the Refunded Bonds.

If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section, the owner of any Refunded Bond or the retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may

thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

If the Escrow Agent shall merge into another banking or other similar institution with trust powers, or if substantially all of the assets of the Escrow Agent shall otherwise be acquired by any such banking or other similar institution, the surviving or acquiring institution shall be substituted for the Escrow Agent as Escrow Agent and shall succeed to the rights and obligations of the Escrow Agent hereunder without the necessity of execution of any instrument or the taking of any other action by the Escrow Agent, such surviving or acquiring bank, or the County and without giving any notice, by publication or otherwise, to anyone other than the County.

22. **Amendment.** This Agreement shall be irrevocable and may not be amended, without the consent of all the owners of the Refunded Bonds then unpaid; provided, however, that this Agreement may be amended, without the consent of the owners of unpaid Refunded Bonds, for the following purposes:

- (a) the insertion of unintentionally omitted material or the correction of mistakes or clarification of ambiguities;
- (b) the pledging of additional security to the Refunded Bonds;
- (c) the deposit of additional cash or securities to the Escrow Fund; or
- (d) any other amendment that a rating agency then rating the Refunded Bonds has confirmed in writing will not result in a reduction in its respective ratings on the Refunded Bonds.

23. **Termination.** This Agreement shall terminate on the date upon which the Escrow Agent makes the final payment to DTC in an amount sufficient to pay the balance of the principal of and interest coming due on the Refunded Bonds. Upon the final payment of all of the Refunded Bonds and except as otherwise requested in writing by the County, the Escrow Agent shall sell or redeem any Escrow Securities remaining in the Escrow Fund and shall remit to the County the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

24. **Identifying Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

25. **Shareholder Communications Act.** The Shareholder Communications Act of 1985 and its regulations require that banks and trust companies make an effort to facilitate communication between issuers of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless objected to in writing, the Escrow Agent will provide the obligatory information to the registrant upon request. If objected to by any party hereto, such objection will

apply to all securities held for the parties hereto in the accounts described herein now and in the future unless such objection is withdrawn in writing.

26. **Severability.** If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed are determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

27. **Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

28. **Governing Law.** This Agreement shall be governed by the domestic law of the Commonwealth of Virginia.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

Fairfax County, Virginia

By: _____

Name: Joseph M. Mondoro

Title: Chief Financial Officer

U.S. Bank National Association

By: _____

Name: Stephanie E. Haysley

Title: Vice President

APPENDIX A

ESCROW SECURITIES: SLGS AND OPEN MARKETS

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Price</u>	<u>Accrued Interest</u>	<u>Total Cost</u>
SLG Certificate						\$
SLG Certificate						
Treasury Note						
Treasury Note						
Treasury Note						
Treasury Note						
Treasury Note						
Treasury Note						
Treasury Note						
Treasury Note						
Treasury Note						
Treasury Note						
Treasury Note						
Total						

APPENDIX B-1

**Fairfax County, Virginia
Sewer Revenue Bonds,
Series 2009**

Pay to the registered owner of the Refunded Bonds, the amounts shown in the Total Debt Service column on the corresponding dates.

<u>Schedule of Debt Service</u>			
<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
07/15/2016	\$	\$	\$
01/15/2017			
07/15/2017			
01/15/2018			
07/15/2018			
01/15/2019			
07/15/2019	<u>\$0</u>	<u>0</u>	<u>0</u>
Total	\$0	\$0	\$0

APPENDIX B-2**Fairfax County, Virginia
Sewer Revenue Bonds,
Series 2012**

Pay to the registered owner of the Refunded Bonds, the amounts shown in the Total Debt Service column on the corresponding dates.

Schedule of Debt Service

<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
07/15/2016	\$	\$	\$
01/15/2017			
07/15/2017			
01/15/2018			
07/15/2018			
01/15/2019			
07/15/2019			
01/15/2020			
07/15/2020			
01/15/2021			
07/15/2021	<u>\$0</u>	<u>0</u>	<u>0</u>
Total	\$0	\$0	\$0

APPENDIX C-1

**NOTICE OF DEFEASANCE
AND ESTABLISHMENT OF ESCROW FUND**

NOTICE TO OWNERS OF

**Fairfax County, Virginia Sewer Revenue Bonds Series 2009, Dated June 17, 2009, and
Maturing July 15 of each of the years 2010 through 2039, inclusive**

NOTICE IS HEREBY GIVEN to the owners of the Fairfax County, Virginia Sewer Revenue Bonds, Series 2009 described below (the “Refunded Bonds”) that there has been deposited, in trust, with U.S. Bank National Association, Richmond, Virginia, as escrow agent (the “Escrow Agent”), United States Treasury obligations and cash in an amount that, together with interest thereon, will provide for the payment in full of the interest on the Refunded Bonds to their earliest redemption date, as set forth below, and the principal amount and applicable redemption premium on the Refunded Bonds on their redemption date.

REFUNDED BONDS

Redemption Date: July 15, 2019

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Redemption Price</u>	<u>CUSIP Numbers¹</u>
July 15, 20__	\$	100%	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867

This is not a notice of redemption. The Escrow Agent for the Refunded Bonds has been given irrevocable instructions to call the applicable Refunded Bonds, and has been directed to give notice of the redemption not more than sixty (60), and at least thirty (30), days before the respective redemption dates of the Refunded Bonds. The principal on all the Refunded Bonds will be payable

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

at the office of U.S. Bank National Association, Richmond, Virginia, as the Refunded Bonds Paying Agent.

U.S. Bank National Association

Dated: _____, 2016

APPENDIX C-2

**NOTICE OF DEFEASANCE
AND ESTABLISHMENT OF ESCROW FUND**

NOTICE TO OWNERS OF

**Fairfax County, Virginia Sewer Revenue Bonds Series 2012, Dated August 8, 2012, and
Maturing July 15 of each of the years 2013 through 2042, inclusive**

NOTICE IS HEREBY GIVEN to the owners of the Fairfax County, Virginia Sewer Revenue Bonds, Series 2012 described below (the “Refunded Bonds”) that there has been deposited, in trust, with U.S. Bank National Association, Richmond, Virginia, as escrow agent (the “Escrow Agent”), United States Treasury obligations and cash in an amount that, together with interest thereon, will provide for the payment in full of the interest on the Refunded Bonds to their earliest redemption date, as set forth below, and the principal amount and applicable redemption premium on the Refunded Bonds on their redemption date.

REFUNDED BONDS

Redemption Date: July 15, 2021

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Redemption Price</u>	<u>CUSIP Numbers¹</u>
July 15, 20__	\$	100%	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867

This is not a notice of redemption. The Escrow Agent for the Refunded Bonds has been given irrevocable instructions to call the applicable Refunded Bonds, and has been directed to give notice of the redemption not more than sixty (60), and at least thirty (30), days before the respective redemption dates of the Refunded Bonds. The principal on all the Refunded Bonds will be payable

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

at the office of U.S. Bank National Association, Richmond, Virginia, as the Refunded Bonds Paying Agent.

U.S. Bank National Association

Dated: _____, 2016

APPENDIX D-1**NOTICE OF REDEMPTION****Fairfax County, Virginia****SEWER REVENUE BONDS, SERIES 2009, Dated June 17, 2009, and Maturing July 15 of each of the years 2010 through 2039 inclusive**

NOTICE IS HEREBY GIVEN to the owners of the following outstanding Fairfax County, Virginia Sewer Revenue Bonds, Series 2009 (the “Refunded Bonds”) that such Bonds shall be redeemed on the date at the redemption price (expressed as a percentage of the principal amount of such Bonds) referred to below together with the interest accrued thereon to the redemption date:

REFUNDED BONDS

Redemption Date: July 15, 2019

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Redemption Price</u>	<u>CUSIP Numbers¹</u>
July 15, 20__	\$0	100%	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867

On their Redemption Date, the Refunded Bonds shall become due and payable at their Redemption Price (together with the interest accrued thereon to the Redemption Date), interest on the Refunded Bonds shall cease to accrue, and from and after the Redemption Date the owners shall have no rights in respect thereof except to receive payment of the Redemption Price plus accrued interest to the Redemption Date.

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

Payment of the Redemption Price will be made upon presentation and surrender of the Refunded Bonds, on or after July 15, 2019, at the office of the Director, as provided below.

The Refunded Bonds should be presented for payment as follows:

If mailed:

U.S. Bank
Corporate Trust Services
PO Box 64111
St. Paul, MN 55164-0111

If hand delivered:

U.S. Bank
Corporate Trust Services
60 Livingston Ave.
1st Fl – Bond Drop Window
St. Paul, MN 55107

If bonds are presented by mail, the manner of shipment of bonds is at the bondholder's discretion; however, transmittal by insured, registered mail is suggested.

Under current federal law, a paying agent making payments of principal and interest on municipal securities may be obligated to withhold tax from the remittances to registered owners who are not "exempt recipients" and who fail to furnish the paying agent with a valid Taxpayer Identification Number. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Registered owners of the Refunded Bonds who wish to avoid the imposition of this tax should submit certified Taxpayer Identification Numbers when presenting their Refunded Bonds for collection.

U.S. Bank National Association

Dated: _____, 2019

APPENDIX D-2**NOTICE OF REDEMPTION****Fairfax County, Virginia****SEWER REVENUE BONDS, SERIES 2012, Dated August 8, 2012, and Maturing July 15 of each of the years 2013 through 2042 inclusive**

NOTICE IS HEREBY GIVEN to the owners of the following outstanding Fairfax County, Virginia Sewer Revenue Bonds, Series 2012 (the “Refunded Bonds”) that such Bonds shall be redeemed on the date at the redemption price (expressed as a percentage of the principal amount of such Bonds) referred to below together with the interest accrued thereon to the redemption date:

REFUNDED BONDS

Redemption Date: July 15, 2021

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Redemption Price</u>	<u>CUSIP Numbers¹</u>
July 15, 20__	\$0	100%	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867
July 15, 20__		100	303867

On their Redemption Date, the Refunded Bonds shall become due and payable at their Redemption Price (together with the interest accrued thereon to the Redemption Date), interest on the Refunded Bonds shall cease to accrue, and from and after the Redemption Date the owners shall have no rights in respect thereof except to receive payment of the Redemption Price plus accrued interest to the Redemption Date.

¹The County shall not be responsible for the accuracy of the CUSIP numbers provided above. The CUSIP numbers are provided solely for the convenience of bondholders. This column indicates the CUSIP numbers that were assigned upon the original issuance of the Refunded Bonds and does not reflect subsequent changes, if any.

Payment of the Redemption Price will be made upon presentation and surrender of the Refunded Bonds, on or after July 15, 2021, at the office of the Director, as provided below.

The Refunded Bonds should be presented for payment as follows:

If mailed:

U.S. Bank
Corporate Trust Services
PO Box 64111
St. Paul, MN 55164-0111

If hand delivered:

U.S. Bank
Corporate Trust Services
60 Livingston Ave.
1st Fl – Bond Drop Window
St. Paul, MN 55107

If bonds are presented by mail, the manner of shipment of bonds is at the bondholder's discretion; however, transmittal by insured, registered mail is suggested.

Under current federal law, a paying agent making payments of principal and interest on municipal securities may be obligated to withhold tax from the remittances to registered owners who are not "exempt recipients" and who fail to furnish the paying agent with a valid Taxpayer Identification Number. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Registered owners of the Refunded Bonds who wish to avoid the imposition of this tax should submit certified Taxpayer Identification Numbers when presenting their Refunded Bonds for collection.

U.S. Bank National Association

Dated: _____, 2021

VERIFICATION REPORT

ACTION – 2

Approval of a Resolution Authorizing Execution of a Project Funding Agreement with the Town of Vienna for the Design of Pedestrian Enhancement Improvements along Creek Crossing Road (Hunter Mill District)

ISSUE:

Board approval of a resolution authorizing the Director of the Department of Transportation to execute a project funding agreement, in substantial form, with the Town of Vienna for the design of pedestrian improvements along Creek Crossing Road in the Town of Vienna and Fairfax County.

RECOMMENDATION:

The County Executive recommends that the Board approve the attached resolution and project funding agreement, in substantial form, with the Town of Vienna to administer design of the project.

TIMING:

Board action is requested on February 16, 2016, to ensure that the project moves forward expeditiously to design pedestrian improvements that would enhance pedestrian and bicycle connectivity along Creek Crossing Road.

BACKGROUND:

Fairfax County Department of Transportation staff has been working in coordination with staff from the Town of Vienna to advance projects in both the County and the Town that the Board approved January 28, 2014, as part of its Transportation Priorities Plan (TPP). Two such projects were scheduled to begin implementation in Fall 2015: the Creek Crossing Pedestrian Enhancements, and the Old Courthouse Road Pedestrian Enhancements. On July 28, 2015, the Board approved a project funding agreement with the Town of Vienna for the design of pedestrian improvements on Old Courthouse Road in the amount of \$200,000. The attached agreement is for the Town of Vienna to administer design of Creek Crossing Road pedestrian improvements from Beulah Road to Fairway Drive and from Miller Lane to Old Courthouse Road in an amount not to exceed \$400,000. The Vienna Town Council considered this agreement at its February 1, 2016, Council meeting.

The addition of the segment between Beulah Road and Fairway Drive is within town limits, and expands the scope of the project previously approved by the Board in the

Board Agenda Item
February 16, 2016

TPP. On May 1, 2015, the County and Town met to discuss several projects in the Town of Vienna and whether or not some town projects, complementing County projects, could be included in the County's TPP. Creek Crossing Road pedestrian improvements, and the Old Courthouse Road pedestrian improvements are two projects for which scopes have been expanded to include portions in the town.

The existing sidewalk does not meet current Americans with Disabilities Act (ADA) standards. The width of the sidewalk varies and is in poor condition. In addition, there are sight-distance issues that are safety concerns for both drivers and pedestrians. County staff decided to adjust the limits of the project (originally, the project extended from Old Courthouse Road to Fairway Drive) due to adequate existing sidewalks from Miller Lane to Fairway Drive. Town staff noted that they would like to add updated sidewalks and an improved asphalt trail from Beulah Road to Fairway Drive. This would connect both projects and bring the sidewalk to current standards. Since a large portion of the project site lies within the Town of Vienna, the County and the Town agreed to have the project managed by the Town and implemented in two phases: Phase I: design of pedestrian improvements, and Phase II: land acquisition, utilities, and construction.

An agreement for Phase II of the project will be submitted to the Board for consideration following the completion of Phase I. Staff anticipates bringing a similar agreement to the Board for consideration for the Old Courthouse Road pedestrian project.

FISCAL IMPACT:

On January 28, 2014, the Board approved \$1.4 billion for its TPP. This plan included \$2 million for pedestrian enhancement improvements along Creek Crossing Road. County and Town staffs have estimated the cost of the design of the Creek Crossing Road project to be \$400,000, and will determine the total cost of any land acquisition and construction during the design process. Funding for the design of this project comes from Fund 40010 (County and Regional Transportation Projects).

The Town bears cost overruns, unanticipated expenses, or funding shortages, if any, under this agreement (Attachment II). Any unexpended funds from the \$400,000 will be returned to the County no later than 90 days after design of the project has been completed and final expenses have been paid in full. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment I – Resolution to Execute Agreement

Attachment II – Project Funding Agreement with the Town of Vienna

Board Agenda Item
February 16, 2016

STAFF:

Robert A. Stalzer, Deputy County Executive

Susan Cooke, Office of the County Attorney

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Eric M. Teitelman, P.E., Chief, Capital Projects and Traffic Engineering Division
(CPTED), FCDOT

Todd Wigglesworth, Chief, Coordination and Funding Division (CFD), FCDOT

Audra Bandy, CPTED, FCDOT

Ray Johnson, CFD, FCDOT

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at 12000 Government Center Parkway, Fairfax, Virginia on Tuesday, February 16, 2016, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of Fairfax County's Department of Transportation to execute, on behalf of the County of Fairfax, a Project Funding Agreement in the amount of \$400,000 with the Town of Vienna for the design of pedestrian improvements on Creek Crossing Road to be administered by the Town of Vienna.

Adopted this 16th day of February 2016, Fairfax, Virginia

ATTEST _____
Catherine A. Chianese
Clerk to the Board of Supervisors

PROJECT DESIGN ADMINISTRATION AGREEMENT
BETWEEN FAIRFAX COUNTY and the TOWN OF VIENNA

for the design of pedestrian enhancement improvements on Creek Crossing Road in the
Town of Vienna, Virginia and the County of Fairfax, Virginia.

THIS AGREEMENT, made and executed in duplicate on this the ____ day
of _____, 2016, ("Effective Date") between the COUNTY OF FAIRFAX,
VIRGINIA (the "COUNTY"), and the TOWN OF VIENNA, VIRGINIA (the
"TOWN").

WITNESSETH

WHEREAS, the COUNTY's Transportation Priorities Plan, approved on January
28, 2014, includes funding for the design, construction, and implementation of pedestrian
enhancement improvements on Creek Crossing Road, located in the TOWN and the
COUNTY; and

WHEREAS, the COUNTY and TOWN have agreed that the TOWN will perform,
or will engage third parties to perform, the design for the pedestrian enhancement
improvements on Creek Crossing Road, including but not limited to, administration,
scoping, surveying, preliminary engineering, and layout) (the "PROJECT), substantially
in accordance with the narrative scope and conceptual layout shown in Appendices A and
B; and

WHEREAS, the COUNTY and the TOWN enter into this Agreement to set forth
their respective obligations regarding the PROJECT; and

WHEREAS, funds in the amount of \$400,000 have been allocated by the
COUNTY to finance the PROJECT and constitute the maximum amount the COUNTY
will contribute to the PROJECT (the COUNTY Contribution); and

WHEREAS, the pedestrian enhancement improvements are located on Creek
Crossing Road, running along Creek Crossing Road from Old Courthouse Road to Miller
Lane and along Creek Crossing Road from Beulah Road to Fairway Drive.

WHEREAS, the COUNTY's and TOWN's governing bodies, by resolutions
attached hereto as Appendices C and D, respectively, have authorized their respective
designees to execute this Agreement; and

WHEREAS, Section 15.2-1108 and Section 15.2-1202 of the Code of Virginia
authorizes both the COUNTY and the TOWN to enter into this agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

A. The TOWN shall:

1. Complete the work identified in Appendix A. All work shall be completed in accordance to scheduled activities established by both parties, and all applicable federal, state, and local laws and regulations, including the Virginia Public Procurement Act.
2. Prepare all design aspects for the portion of the PROJECT located within the COUNTY in accordance with all applicable design standards of the Virginia Department of Transportation (VDOT), and the COUNTY.
3. Work with the County in good faith to resolve any feasibility issues that may develop.
4. Provide a monthly summary of progress and project expenditures to the COUNTY in addition to, as needed, meetings with the designated COUNTY project manager, to discuss design issues and PROJECT progress. The COUNTY reserves the right to request that the TOWN provide to the COUNTY additional information and/or documentation to substantiate the monthly summary.
5. Obtain COUNTY approval before modifying the scope of the PROJECT as described in Appendix A. Prior to approval for such modification, the COUNTY will work with the TOWN to obtain any required approvals as appropriate. The TOWN understands that if the TOWN takes any step to construct or implement a design that, in the COUNTY'S sole discretion, significantly deviates from the scope described in Appendix A, the COUNTY shall withdraw from the PROJECT and notify the TOWN of its decision. Within 30 days after the COUNTY's notification, the TOWN shall reimburse to the COUNTY all monies provided to the PROJECT by the COUNTY.
6. Prior to incurring any amount in excess of the COUNTY Contribution, notify the COUNTY of additional PROJECT expenses, whether resulting from unanticipated circumstances or other causes, and provide the COUNTY with detailed estimates of the additional costs.
7. Be responsible for all PROJECT cost overruns that exceed the COUNTY Contribution of \$400,000 for the PROJECT. The TOWN, in its sole discretion, may expend more than the COUNTY's Contribution for the PROJECT, but the TOWN is responsible for all expenses above the COUNTY

Contribution for the PROJECT, whether such additional expenses are the result of cost overruns or TOWN enhancements or modifications.

8. Provide the COUNTY with 30 days' prior notice of its intent to enter into a contract for the design of the PROJECT.
9. Provide to the COUNTY a copy of the final site plan for the PROJECT upon completion of final design.
10. Perform, or engage third parties to perform, and remit all payments for all work associated with the PROJECT, to include administration costs and inspection services and activities for the PROJECT as required.
11. Return any unexpended portion of the COUNTY Contribution to the COUNTY no later than 90 days after the PROJECT has been completed and final expenses have been paid in full.
12. Retain all invoices and all records of payments for any and all materials and services rendered for the PROJECT, and any related expenses for completion of the PROJECT, and provide copies of any such invoices and records of payments to the COUNTY within three business days after such request.
13. Submit monthly summaries as referenced in Section A, Paragraph 4. Failure to submit a monthly summary for three consecutive months shall constitute the TOWN's abandonment of its obligations under this Agreement. Upon notification by the COUNTY to the TOWN of such abandonment, the TOWN will immediately return any amount of the COUNTY Contribution not expended in accordance with this Agreement and, within 14 days of such abandonment or cessation, transmit all invoices and records of payments related to the PROJECT to the COUNTY.

B. The COUNTY shall:

1. Provide to the TOWN for the PROJECT in accordance with this Agreement the payment outlined in Appendix A.
2. Review design plans and cost estimates and provide comments to the TOWN within 30 days after the receipt of the plans and cost estimates.
3. Fifteen days prior to the TOWN's letting of the design contract for the PROJECT, remit the COUNTY Contribution to the TOWN.

4. Participate in monthly, or as needed, meetings with the designated TOWN project manager to discuss project progress.
- C. Both parties shall:
1. Maintain all records for the PROJECT for a period of not less than three years from PROJECT completion. All such records shall be subject to audit by either party.
 2. Work cooperatively to complete the PROJECT in a timely and expeditious manner.
 3. Upon notification of discovery of any hazardous substances in or on the property, immediately confer to determine the scope of any investigation and the requisite response action.
 4. Meet and confer to resolve any dispute that may arise between the parties. Nothing herein limits the rights of either party to resolve disputes by means not described or provided for in this Agreement.
- D. All requirements for funds to be borne by the COUNTY shall be subject to annual appropriations by the Fairfax County Board of Supervisors.
- E. Either party may terminate this Agreement prior to construction award upon 30 days' advance written notice. Any portion of the COUNTY Contribution not spent or incurred as a debt to a third party prior to termination shall be returned to the COUNTY within 90 days of termination.
- F. THIS AGREEMENT shall not be construed as a waiver of the sovereign immunity of Fairfax County.
- G. All notices under this Agreement shall be sent via U.S. Mail, postage prepaid, and email for

Fairfax County to:

Tom Biesiadny
Director
Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Tom.biesiadny@fairfaxcounty.gov

Audra Bandy, P.E.
Transportation Planner
Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Audra.Bandy@fairfaxcounty.gov

and for the Town of Vienna to:

Dennis Johnson, P.E.
Director
Department of Public Works
127 Center Street S.
Vienna, VA 22180
djohnson@viennava.gov

Michael J. Gallagher, PE
Deputy Director of Public Works
Town of Vienna
127 Center Street S.
Vienna, VA 22180
Michael.Gallagher@viennava.gov

- H. THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.
- I. THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.
- J. THIS AGREEMENT shall not be construed as creating any personal liability on the part of any officer, employee, agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF FAIRFAX, VIRGINIA:

_____	_____
	Date
<u>Tom Biesiadny</u>	_____
Typed or Printed Name of Signatory	Date
<u>Director, Department of Transportation</u>	_____
Title	Date
_____	_____
Signature of Witness	Date

TOWN OF VIENNA, VIRGINIA:

_____	_____
	Date
_____	_____
Typed or Printed Name of Signatory	Date
_____	_____
Title	Date
_____	_____
Signature of Witness	Date

Board Agenda Item
February 16, 2016

ACTION – 3

Board Approval of a Resolution Requesting the Fairfax County Economic Development Authority (EDA) Issue Transportation Improvement District Revenue Refunding Bonds (Silver Line Phase 1 Project) and Other Necessary Documents

ISSUE:

Board approval of a resolution requesting the Fairfax County Economic Development Authority (EDA) issue Transportation Improvement District Revenue Refunding Bonds (Silver Line Phase 1 Project) and other necessary documents.

RECOMMENDATION:

The County Executive recommends approval of a resolution (Attachment 2) which:

1. Requests the Fairfax County Economic Development Authority (EDA) to issue Transportation Improvement District Revenue Refunding Bonds (Silver Line Phase 1 Project), Series 2016;
2. Approves a form of a Third Supplemental Trust Agreement between the EDA and a trustee, a preliminary official statement and a final official statement;
3. Approves the form of a Bond Purchase Agreement and authorizes the approval of the County to such agreement;
4. Makes a continuing disclosure undertaking; and
5. Authorizes the execution and delivery of such other documents and agreements relating to such transactions as may be necessary or required.

TIMING:

Board action is requested on February 16, 2016.

BACKGROUND:

The County's Phase 1 Transportation Improvement District was approved and established by the Board of Supervisors on February 23, 2004. The boundaries, as recommended by the Petitioners (e.g. landowners), encompass most if not all of the Tysons Corner Urban Center, commercial and industrial properties near the Wiehle-Reston East Metrorail station, and the necessary Dulles Airport Access Road (DAAR) right-of-way. The Petitioners agreed to contribute \$400 million toward the County's Silver Line Phase 1 capital costs through the imposition of a voluntary tax on commercial and industrial properties within the Phase 1 Transportation Improvement District. Tax revenues generated annually have been used toward repayment of debt

Board Agenda Item
February 16, 2016

service for financings incurred on behalf of the Phase 1 Transportation Improvement District, cash contributions toward the County's share of Phase 1 capital project costs, and funding of debt service reserves.

On May 26, 2011, the EDA issued the Series 2011 bonds which provided \$220.1 million in funding towards the County's share of construction for Phase 1 of the project. On October 10, 2012, the EDA issued the Series 2012 bonds which provided \$48.4 million in funding towards the County's share of construction for Phase 1 of the project. The Series 2011 and Series 2012 together with \$131.5 million in cash contributions from taxes collected fully funded the \$400 million obligation for Phase 1 of the project.

Staff is presenting the Board with the necessary documents to authorize a refinancing of the Series 2011 bonds and Series 2012 bonds for the purpose of reducing debt service payments and generating savings. Current market conditions offer lower interest rates compared to when the Series 2011 bonds and Series 2012 bonds were initially sold. There is no extension of the original maturity date for any of the potential refunding candidates. Per the bond sale schedule of events (Attachment 1), a refunding bond sale is planned for the week of February 29, 2016.

The Series 2016 bonds are recommended to be sold on a negotiated basis, which is consistent with the approach taken for the Series 2011 bonds and Series 2012 bonds. A negotiated sale permits more in-depth and targeted marketing of investors prior to the sale of the bonds. Investor scrutiny of relatively new credits such as these bonds is heightened in the aftermath of the financial crisis. The negotiated sale process will allow investors more time to ask questions of the underwriter prior to sale as they perform their credit due diligence.

Under the proposed resolution, the underwriter for this transaction will be selected pursuant to County guidelines and subject to County approval. Specifically, the underwriter will be selected from the County's pre-qualified pool of underwriters that was established in December 2015 following a competitive solicitation. Staff has sent each of the pre-qualified underwriters a brief request to formally compete to serve as the senior managing underwriter on this bond sale. In accordance with the delegation of authority provided for this resolution, staff will evaluate and select pre-qualified firms with the assistance of the County's Financial Advisor and execute the Bond Purchase Agreement (Attachment 4).

FISCAL IMPACT:

Based on market conditions as of January 2016, a refunding bond sale of \$189.4 million of the existing debt is estimated to generate a net present value savings of \$14.1 million or 7.4% of the refunded bonds Series 2011 bonds and Series 2012 bonds. Financial

Board Agenda Item
February 16, 2016

results from this bond sale will be reflected in Fund 40110, Dulles Rail Phase 1 Transportation Improvement District.

ENCLOSED DOCUMENT:

Attachment 1: Bond Sale Schedule of Events
Attachment 2: Resolution of Approval
Attachment 3: Preliminary Official Statement
Attachment 4: Bond Purchase Agreement
Attachment 5: Continuing Disclosure Agreement
Attachment 6: Third Supplemental Trust Agreement

STAFF:

Joseph Mondoro, Chief Financial Officer
Joseph LaHait, Debt Coordinator, Department of Management and Budget
Patricia Moody McCay, Assistant County Attorney

Draft Critical Path Schedule
Fairfax County Economic Development Authority, VA
Transportation District Improvement Revenue Refunding Bonds, Series 2016 (Silver Line Phase 1 Project)

January 2016							February 2016							March 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6		1	2	3	4	5	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26
24	25	26	27	28	29	30	28	29						27	28	29	30	31		
31																				

Week Of	Activity & Event	Responsible Party
December 28th		
<i>Fri, January 1st</i>	<i>New Year's Day holiday (Markets Closed)</i>	-
January 4th		
	Draft Underwriter selection letters	PFM
	Review and Comment on Underwriter Selection Letters	FFX
January 11th		
	Release Underwriter selection letters	PFM
	First Draft of the County Resolution, EDA Resolution, POS, Supplemental Trust Agreement, and Bond Purchase Agreement (BPA) collectively "Bond Documents" distributed.	SID
	First Draft of POS Appendix A distributed	FFX
	First Draft of Rating Agency Materials distributed	PFM
<i>Fri, January 15th</i>	Titles of items to be considered by Fairfax Board on Feb. 16th due Board	FFX
January 18th		
<i>Mon, January 18th</i>	<i>Martin Luther King, Jr. Day Holiday (Markets Closed)</i>	-
<i>Wed, January 20th</i>	Items to be considered by Fairfax Board on Feb. 16th due to Board	FFX
	Comments due on All draft documents	ALL
	Second Draft of Bond Documents distributed	SID
	Second Draft of POS Appendix A distributed	FFX
	Second Draft of Rating Agency Materials distributed	PFM
January 25th		
	Underwriter Responses Due	-
	Underwriter Selected	FFX, PFM
	Finalize Rating Agency Presentation	FFX, PFM
February 1st		
	Underwriter Counsel Circulates 2nd draft of BPA	UWC
	Draft Rating Agency Presentation distributed	PFM
	Rating Agency Calls	FFX, PFM
February 8th		
<i>Mon, February 8th</i>	Items to be considered by EDA Board on Feb. 16th due to Board	FFX
February 15th		
<i>Mon, February 15th</i>	<i>President's Day Holiday (Markets Closed)</i>	FFX
<i>Tues, February 16th</i>	Board meeting to consider bond documents	FFX
<i>Tues, February 16th</i>	EDA Board meeting to consider bond documents	FFX
	Receive bond ratings	-
	Finalize POS	SID, FFX
	Due Diligence Call	UW, UWC, FFX, SID, PFM
February 22nd		
	POS posted	SID
	Pre-Market Bonds	UW
	Draft of Closing Documents Distributed	SID, UWC
February 29th		
Wed, March 2nd	Bond Pricing and Signing of BPA	ALL
March 7th		
	Finalize Closing Documents	SID
	Post Final OS	SID
March 14th		
Wed, March 16th	Closing	ALL

Key:
FFX = Fairfax County
FFX EDA = Fairfax County Economic Development Authority
PFM = Public Financial Management, County's Financial Advisor
SID = Sidley Austin, County's Bond Counsel
UW = Selected Underwriter
UWC = Selected Underwriter's Counsel

At a regular meeting of the Board Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia on February 16, 2016, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS TRANSPORTATION DISTRICT IMPROVEMENT REVENUE REFUNDING BONDS (SILVER LINE PHASE I PROJECT) SERIES 2016, APPROVING A FORM OF A THIRD SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE AUTHORITY AND A TRUSTEE, A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT; APPROVING THE FORM OF A BOND PURCHASE AGREEMENT AND AUTHORIZING THE APPROVAL OF THE COUNTY TO SUCH AGREEMENT; MAKING A CONTINUING DISCLOSURE UNDERTAKING AND; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED

WHEREAS, the Board of Supervisors (the “Board”) of Fairfax County (the “County”) approved and established on February 23, 2004, following a public hearing and petition filed with the Board (the “Petition”), the Phase I Dulles Rail Transportation Improvement District (the “District”) for the purpose of providing transportation improvements to the Washington Metropolitan Area Transit Authority’s (“WMATA”) transportation system, known as Metrorail, in the District; and

WHEREAS, the County made a \$400,000,000 financial commitment (the “Commitment”) for a portion of the cost of an extension of WMATA’s Metrorail of approximately 11 miles, from the Orange Line between East and West Falls Church stations to Wiehle-Reston East Avenue in Reston, including four stations in Tysons (the “Phase I Project”) pursuant to the terms of the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 (the “Funding Agreement”), by and among the County, Loudoun County, Virginia, and the Metropolitan Washington Airports Authority; and

WHEREAS, the County fulfilled its Commitment under the Funding Agreement from special tax revenues (the “Special Tax Revenues”) that result from a levy of a special improvement tax in the District (the “Special Improvements Tax”) and from proceeds of the \$205,705,000 Fairfax County Economic Development Authority (“EDA”) Transportation Improvement District Revenue Bonds (Silver Line Phase I Project) Series 2011 (the “Series 2011 Bonds”) and the \$42,390,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012 (the “Series 2012 Bonds”) secured by the Special Tax Revenues; and

WHEREAS, the EDA issued the Series 2011 Bonds and Series 2012 Bonds under a Trust Agreement, dated as of May 1, 2011, as supplemented (the “Trust Agreement”); and

WHEREAS, the Board, on June 22, 2009 passed a resolution (the “2009 Resolution”) which approved a form of a Project Agreement -- Phase I Dulles Rail by and among the Board, the District and EDA are parties to a Project Agreement (the “Project Agreement”), which sets forth, among other things, the agreement and respective responsibilities of the County, EDA and

the District regarding the method of financing a portion of the cost of the Phase I Project, including (a) the request by the District to the County to levy the Special Improvements Tax and collect the Special Tax Revenues in an amount sufficient for the District or the County, as the agent of the District, to make debt service payments on the bonds issued by EDA and secured by Special Tax Revenues (the “EDA Bonds”), (b) the request by the District and the County to EDA to issue the EDA Bonds for the purpose of providing financing for a portion of the cost of the Phase I Project, (c) EDA’s agreement to make available the proceeds of EDA Bonds for financing a portion of the cost of the Phase I Project and (d) the District’s undertaking to request the Board to make payments from the Special Tax Revenues collected, in an amount sufficient to pay debt service on EDA’s Bonds, directly to the Trustee (as defined below) for the Bonds; and

WHEREAS, the County has determined to request EDA to consider a resolution authorizing the refunding of certain of the Series 2011 Bonds and Series 2012 Bonds (the “Bonds to be Refunded”) by issuing “Fairfax County Economic Development Authority Transportation District Improvement Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016 (the “Series 2016 Bonds”), pursuant to the Trust Agreement and the necessary documents to effect such financing and related transactions; and

WHEREAS, the Board has determined to approve the form of a third supplemental trust agreement (the “Third Supplemental Agreement”) between EDA and the Trustee, that will set forth details of the Series 2016 Bonds; and

WHEREAS, there has been presented to the Board a proposed form of a bond purchase agreement (including a letter of representation of the County), between EDA and the underwriters for the Series 2016 Bonds to be chosen pursuant to County guidelines and regulations (the “Underwriters”) and approved by the County, which provides for the sale of the Series 2016 Bonds to the Underwriters (the “Bond Purchase Agreement”); and

WHEREAS, there has been presented to the Board a proposed Preliminary Official Statement describing the Series 2016 Bonds, EDA, the County, the District, the Phase I Project and the Bonds to be Refunded (the “Preliminary Official Statement”); and

WHEREAS, the County will undertake primary responsibility on behalf of itself, the EDA and the District for any annual and other reports, notices or disclosures that may be required under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and make a continuing disclosure undertaking in the form of the continuing disclosure agreement presented to the Board (the “Continuing Disclosure Agreement”); and

WHEREAS, the Board has duly reviewed and considered the forms of the Third Supplemental Agreement, the Bond Purchase Agreement, the Preliminary Official Statement and the Continuing Disclosure Agreement and has determined that each is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the County (each, a “Delegate”) the power to approve the sale of the Series 2016 Bonds and the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. EDA is hereby requested to authorize and issue the Series 2016 Bonds in an aggregate principal amount that will not exceed the sum of \$220,000,000 for the purpose, along with the use of certain Special Tax Revenues on deposit, if any, of refunding the Bonds to be Refunded as provided in the Trust Agreement and Supplemental Agreement on a date no later than December 31, 2016; such Series 2016 Bonds are requested to be sold to the Underwriters pursuant to the terms of the Bond Purchase Agreement.

SECTION 2. The form of the Third Supplemental Trust Agreement presented to this meeting, providing details for the custody, investment and disbursement of the proceeds of the Series 2016 Bonds, is hereby approved in such form and containing substantially the terms and provisions therein set forth with such additions and modifications as shall be approved by a Delegate.

SECTION 3. The form of Bond Purchase Agreement presented to this meeting providing for the purchase of the Series 2016 Bonds, is hereby approved and a Delegate, as appropriate, be, and the same is hereby authorized, directed and empowered to execute an approval to such Bond Purchase Agreement and the related letter of representation with such additions and modifications as shall be approved by a Delegate, such execution thereof being conclusive evidence of such approval.

SECTION 4. The form of the Preliminary Official Statement is hereby approved and deemed “final” for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such additions and modifications as shall be approved by a Delegate. The distribution and use by the Underwriters of the Series 2016 Bonds of a final Official Statement relating to the Series 2016 Bonds (the “Official Statement”) is hereby approved. The Official Statement shall be completed with the pricing and other information in substantially the form of the Preliminary Official Statement approved this day with such changes, insertions and omissions as may be approved by a Delegate.

SECTION 5. The form of the Continuing Disclosure Agreement presented to this meeting is hereby approved, and a Delegate, as appropriate, be, and the same is hereby authorized, directed and empowered to execute and deliver, under seal, in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by the person executing the Continuing Disclosure Agreement, such execution thereof being conclusive evidence of such approval.

SECTION 6. The execution and delivery by a Delegate of the Continuing Disclosure Agreement and the Bond Purchase Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

SECTION 7. The members, officers, legal counsel, agents and employees of the Board, the County and the Commission, and the officers and agents of EDA, the District and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Series 2016 Bonds, the Third Supplemental Agreement, the Bond Purchase Agreement and all other documents relating to the issuance of the Series 2016 Bonds for the full, punctual and

complete performance of all the terms, covenants, provisions and agreements of the Series 2016 Bonds, the Third Supplemental Agreement, the Bond Purchase Agreement, the Official Statement and all other documents relating to the issuance of the Series 2016 Bonds, and, also, to do all acts and things required of them by the provisions of this Resolution.

SECTION 8. Each Delegate is authorized to execute one or more certificates, evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 9. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 10. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Trust Agreement or the Project Agreement.

SECTION 11. This Resolution shall take effect immediately upon its adoption.

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE -- BOOK-ENTRY-ONLY

Ratings: Fitch: __

Moody's: __

S&P: __

(See "RATINGS" herein)

[In the opinion of Bond Counsel, assuming compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), as described herein, and subject to conditions described in "TAX MATTERS" herein, interest on the Series 2016 Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Under the Authority Act (as defined herein), the income on the Series 2016 Bonds, including any profit made on the sale thereof, is exempt from all taxation by the Commonwealth of Virginia or any political subdivision thereof. See "TAX MATTERS" herein for certain provisions regarding the Code that may affect the tax treatment of interest on the Series 2016 Bonds for certain bondholders.]

\$ _____ *

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
Transportation District Improvement Revenue Refunding Bonds
(Silver Line Phase I Project)
Series 2016

Dated: Date of Delivery**Due: [April 1], as shown on the inside cover**

The Fairfax County Economic Development Authority (the "Authority") will issue its Transportation District Improvement Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016 (the "Series 2016 Bonds") for the purpose of refunding certain outstanding maturities of the Authority's Transportation District Improvement Revenue Bonds (Silver Line Phase I Project), Series 2011 and Transportation District Improvement Revenue Bonds (Silver Line Phase I Project), Series 2012 previously issued to finance a portion of the costs of the construction of the first phase of an extension of the Washington Metropolitan Area Transit Authority's mass transit system in Fairfax County, Virginia (the "County").

The Series 2016 Bonds will be limited obligations of the Authority, payable primarily from proceeds (the "Special Tax Revenues") of a limited ad valorem real property tax (the "Special Improvements Tax") levied by the County in the Phase I Dulles Rail Transportation Improvement District (the "District") at the request of the District's governing body. The Series 2016 Bonds will also be secured by a Reserve Subfund [and a Revenue Stabilization Subfund].

THE COUNTY IS NOT LEGALLY OBLIGATED TO LEVY THE SPECIAL IMPROVEMENTS TAX, AND ITS OBLIGATION TO PAY THE SPECIAL TAX REVENUES IT COLLECTS TO OR FOR THE ACCOUNT OF THE DISTRICT IS CONTINGENT UPON APPROPRIATIONS FOR SUCH FISCAL YEAR BY THE COUNTY FOR SUCH PURPOSE. NEITHER THE FULL FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA NOR THE FULL FAITH AND CREDIT OF ANY POLITICAL SUBDIVISION THEREOF (INCLUDING THE DISTRICT OR THE COUNTY) ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST OR PREMIUM, IF ANY, ON THE SERIES 2016 BONDS. THE SERIES 2016 BONDS SHALL NOT BE A DEBT OF THE COMMONWEALTH OF VIRGINIA (THE "COMMONWEALTH") OR ANY POLITICAL SUBDIVISION THEREOF (INCLUDING THE DISTRICT OR THE COUNTY), AND NEITHER THE COMMONWEALTH NOR ANY SUCH POLITICAL SUBDIVISION (INCLUDING THE DISTRICT OR THE COUNTY), OTHER THAN THE AUTHORITY, SHALL BE LIABLE THEREON. THE SERIES 2016 BONDS DO NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE COMMONWEALTH OR ANY OF ITS POLITICAL SUBDIVISIONS (INCLUDING THE DISTRICT OR THE COUNTY) TO LEVY TAXES OR MAKE APPROPRIATIONS FOR THE PAYMENT OF THE SERIES 2016 BONDS.

Interest on the Series 2016 Bonds will accrue from the date of delivery and will be payable on ____ 1, 20____, and semiannually thereafter on April 1 and October 1 of each year to and including their respective dates of maturity or redemption. The Series 2016 Bonds will be issued in book-entry form registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in book-entry form, in the denominations of \$5,000 and integral multiples thereof. Payments of principal, sinking fund installments, if any, and interest on, and the redemption price of, the Series 2016 Bonds will be made when due to DTC in accordance with the Trust Agreement, dated as of May 1, 2011 (the "Original Trust Agreement"), and as supplemented by a Third Supplemental Trust Agreement, dated as of _____ 1, 2016 (the "Supplemental Trust Agreement," and collectively with the Original Trust Agreement, the "Trust Agreement"), each between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). See "The Series 2016 Bonds—Book-Entry Only System" herein.

The Series 2016 Bonds are subject to optional redemption prior to maturity, and any term bonds will be subject to mandatory sinking fund redemption prior to maturity, each as described herein under "THE SERIES 2016 BONDS—Redemption of Series 2016 Bonds."

The Series 2016 Bonds are offered when, as and if executed and delivered and received by the Underwriters, subject to the approval of legality by Sidley Austin LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for Fairfax County and the District by David P. Bobzien, Esquire, County Attorney; for the Authority by Thomas O. Lawson, P.L.C., Fairfax, Virginia, and for the Underwriters by _____. It is expected that the Series 2016 Bonds will be available for delivery through the DTC book-entry system on or about _____, 2016.

 * Preliminary, subject to change.

This is a Preliminary Official Statement subject to completion and amendment or supplement and is not yet fully adopted. Under no circumstances will the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy the Series 2016 Bonds, nor will there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

_____, 2016

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
Transportation District Improvement Revenue Refunding Bonds
(Silver Line Phase I Project)
Series 2016

MATURITY SCHEDULE

Base CUSIP† Number 30383

\$_____ * Serial Bonds

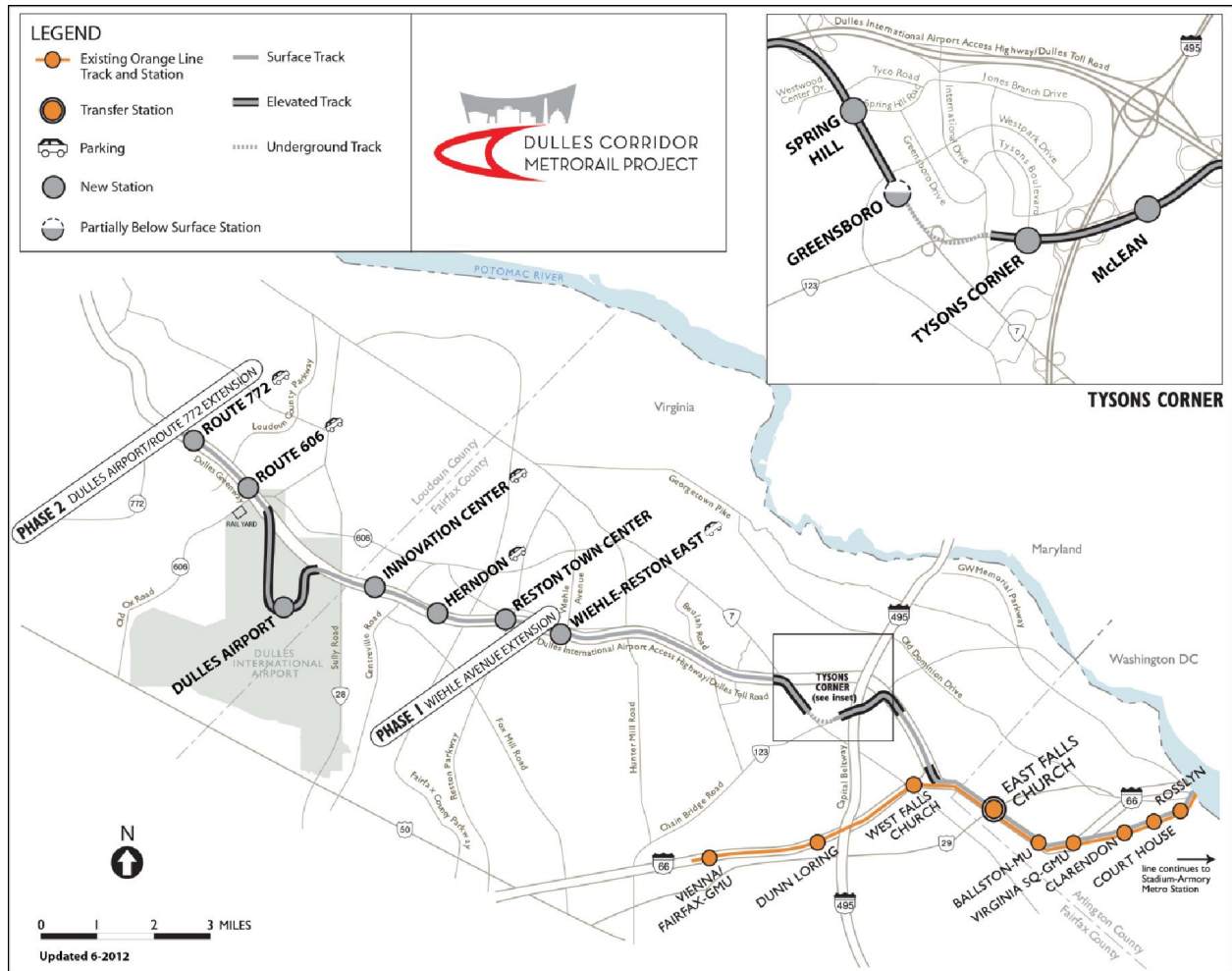
[illegible]

\$ _____ % Term Bonds Due _____ 1, 20 ____; Priced at _____ % to Yield _____ %

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and the Authority does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Bonds.

* Preliminary, subject to change.

Map of Dulles Metrorail Project*



* Map shows Phase I Dulles Rail Project (defined herein) and Phase II Dulles Rail Project (defined herein). The Phase I Dulles Rail Project begins between the East Falls Church station and West Falls Church station shown on the map above and concludes at the new Wiehle Avenue station. The Series 2016 Bonds are being issued solely to refinance bonds issued for the Phase I Dulles Rail Project and to pay related costs of issuance.

No dealer, salesman or other person has been authorized to give any information or to make any representations, other than the information contained in this Official Statement, in connection with the offering of the Series 2016 Bonds, and, if given or made, such information or representations must not be relied upon as having been authorized by the Authority, the County, the District, or the Underwriters. The information in this Official Statement is subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the County, or the District since the date hereof. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation. The information set forth herein has been obtained from the Authority, the County, or the District and other sources which are believed to be reliable.

Forward looking statements. Certain statements contained in this Official Statement that are not historical facts are forward looking statements, which are based on the Authority's or the County's beliefs, as well as assumptions made by, and information currently available to, them. Because the statements are based on expectations about future events and economic performance and are not statements of fact, actual results may differ materially from those projected. The words "anticipate," "assume," "estimate," "expect," "objective," "projection," "forecast," "goal," "budget," or similar words are intended to identify forward looking statements. The words "now," "to date," "currently" and the like are intended to mean as of the date of this Official Statement.

The Authority has provided the following sentence for inclusion in this Official Statement. The Authority does not assume any responsibility as to the accuracy or completeness of the information contained in this Official Statement, other than that contained under the captions "**THE AUTHORITY**," [**"VALIDATION"**] and the first paragraph under "**LITIGATION**."

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The registration or qualification of the offer and sale of the Series 2016 Bonds (as distinguished from registration of the ownership of the Series 2016 Bonds) is not required under the federal Securities Act of 1933, as amended, or the Virginia Uniform Securities Act, as amended. THE AUTHORITY ASSUMES NO RESPONSIBILITY FOR QUALIFICATION OR REGISTRATION OF THE SERIES 2016 BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THE SERIES 2016 BONDS MAY BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED.

The cover and inside cover pages hereof, this page and the appendices attached hereto are integral parts of this Official Statement.

**FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY**

Steven L. Davis, *Chairman*
Michael J. Lewis, *Vice Chairman, Treasurer*
Ronald C. Johnson, *Secretary*
Catherine Lange, *Assistant Secretary*
Mark Lowham
Arthur E. (Bud) Morrisette IV
Sudhakar Shenoy

COUNSEL FOR AUTHORITY
Thomas O. Lawson, P.L.C.

**FAIRFAX COUNTY, VIRGINIA
BOARD OF SUPERVISORS**

Sharon Bulova, *Chairman*
Penelope A. Gross, *Vice Chairman*
John C. Cook
John W. Foust
Patrick S. Herrity
Catherine M. Hudgins
Jeffrey C. McKay
Kathy L. Smith
Linda Q. Smyth
Daniel G. Storc

COUNTY OFFICIALS

Edward L. Long Jr., *County Executive*
Robert A. Stalzer, *Deputy County Executive*
David P. Bobzien, *County Attorney*
David J. Molchany, *Deputy County Executive*
David M. Rohrer, *Deputy County Executive*
Patricia D. Harrison, *Deputy County Executive*
Joseph M. Mondoro, *Chief Financial Officer*
Christopher J. Pietsch, *Director, Department of Finance*

COUNTY ATTORNEY
David P. Bobzien, Esquire, *County Attorney*

FINANCIAL ADVISOR

Public Financial Management, Inc.
Arlington, Virginia

BOND COUNSEL

Sidley Austin LLP
Washington, D.C.

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OFFICIAL STATEMENT

§ _____ *

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
Transportation District Improvement Revenue Refunding Bonds
(Silver Line Phase I Project)
Series 2016

INTRODUCTION

This Official Statement, which includes the cover and inside cover pages and the appendices attached hereto, is furnished in connection with the issuance by the Fairfax County Economic Development Authority (the “Authority”) of its § _____ * Transportation District Improvement Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016 (the “Series 2016 Bonds”). The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the “Commonwealth”), including Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law (collectively, the “Authority Act”). The Series 2016 Bonds will be secured under a Trust Agreement (the “Original Trust Agreement”), dated as of May 1, 2011, as supplemented by a Third Supplemental Trust Agreement (the “Supplemental Trust Agreement” and, collectively with the Original Trust Agreement, the “Trust Agreement”), dated as of _____ 1, 2016, and each between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). The Series 2016 Bonds are being issued for the purpose of (i) refunding certain maturities of the Authority’s \$205,705,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project), Series 2011 (the “Series 2011 Bonds”) and \$42,390,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project), Series 2012 (the “Series 2012 Bonds”) previously issued to provide funds to enable the County of Fairfax, Virginia (the “County”), to meet its obligation to the Metropolitan Washington Airports Authority (“MWAA”) to fund a portion of the cost of the construction of an 11-mile expansion in Fairfax County (the “Phase I Dulles Rail Project”) of the regional mass transit system (“Metrorail”) of the Washington Metropolitan Area Transit Authority (“WMATA”) and (ii) pay costs associated with the issuance of the Series 2016 Bonds. The Phase I Dulles Rail Project extended the Metrorail from WMATA’s Orange Line, between WMATA’s East and West Falls Church stations, to Wiehle Avenue in Reston and includes five stations, four of which serve Tysons Corner.

Capitalized terms and phrases that are used herein but not defined in the body of this Official Statement have the meanings set forth in Appendix C.

Brief descriptions of the Phase I Dulles Rail Project, the Authority, the Phase I Dulles Rail Transportation Improvement District (the “District”), the Project Agreement (defined below) and the Trust Agreement, the estimated sources and uses of Series 2016 Bond proceeds, the security for the Series 2016 Bonds and the terms and provisions of the Series 2016 Bonds are provided below. Such descriptions do not purport to be comprehensive or definitive.

Chapter 15 of Title 33.1, Code of Virginia, Sections 33.1-430 through 33.1-446, entitled “Transportation Districts Within Certain Counties” (the “District Act”), confers power upon the County to create one or more transportation districts within the County and to levy annually a limited ad valorem tax on taxable real estate zoned for commercial and industrial use (the “Special Improvements Tax”) located in such districts. The County created the District pursuant to the District Act and has levied a Special Improvements Tax annually beginning in 2004. Under a Project Agreement, dated as of May 1, 2011 (the “Project Agreement”), by and among the County, the Authority and the District, the District agrees to request that the County levy the Special Improvements Tax and collect the proceeds of such tax (the “Special Tax Revenues”), and the County agrees, subject to appropriation, to pay to the Trustee the Special Tax Revenues on the dates required in the Trust Agreement. The County is not legally obligated to impose the Special Improvements Tax in any Fiscal Year, and its obligations to collect and pay to the Trustee the Special Tax Revenues are contingent upon the levy of the Special Improvements Tax and the

* Preliminary, subject to change.

appropriation of the Special Tax Revenues for any such Fiscal Year by the Board of Supervisors of the County (the “Board of Supervisors”). Special Tax Revenues previously collected and currently held by the County are used, among other purposes, if necessary to make a deposit to the Reserve Subfund and the Revenue Stabilization Subfund.

[The County, MWAA and Loudoun County, Virginia, entered into an Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor, dated as of July 19, 2007 (the “Funding Agreement”). Pursuant to the Funding Agreement, the County made a commitment to MWAA to provide \$400 million for purposes of financing costs of the Phase I Dulles Rail Project. To finance the County’s agreed upon share of the Phase I Dulles Rail Project, the Authority in June 2009, at the request of the County and the District, authorized the issuance of bonds (the “Phase I Authority Bonds”) in an aggregate amount sufficient to provide funds not to exceed \$400 million for the Phase I Dulles Rail Project plus the amount of any debt service reserves.

On July 21, 2009, the Authority filed a complaint and motion for judgment with the Fairfax County Circuit Court requesting an order validating the Phase I Authority Bonds. On August 28, 2009, the Fairfax County Circuit Court issued a final order (the “Final Order”) (i) validating the Phase I Authority Bonds, (ii) holding that Project Agreement constitutes a valid, legal and binding agreement of the County, the District and the Authority and (iii) holding that the levy by the County of the Special Improvements Tax upon commercial and industrial property located in the District and collection of the Special Tax Revenues by the County are authorized by Commonwealth law. Subsequent to the Final Order, two petitions of appeal were filed with the Supreme Court of Virginia, which affirmed the Final Order on November 4, 2010, and denied a petition for rehearing on January 21, 2011. See “**VALIDATION**” herein. –]

PHASE I DULLES RAIL PROJECT FINANCINGS

Prior Financings

On May 26, 2011, the Authority issued its \$205,705,000 Series 2011 Bonds and on October 10, 2012 its \$42,390,000 Series 2012 Bonds to provide collectively approximately \$268.5 million for costs associated with the Phase I Dulles Rail Project. In addition the County provided, on a pay-as-you-go basis, approximately \$_____ million to MWAA from Special Tax Revenues to fulfill its commitment for the Phase I Dulles Rail Project under the Funding Agreement. Another \$_____ of Special Tax Revenues were used to fund various costs of issuance and/or reserves associated with the Series 2011 Bonds and the Series 2012 Bonds.

Current Plan of Refunding

The Series 2016 Bonds are authorized to be issued to provide funds, [with other available funds including Special Tax Revenues], to refund and to redeem prior to their respective maturities all or a portion of the following outstanding maturities of the Series 2011 Bonds and Series 2012 Bonds referred to hereafter as the “Refunding Candidates”

Series 2011 Bonds

<u>Maturity*</u>	<u>Principal Amount*</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	CUSIP Nos. <u>30383[†]</u>
April 1, 20__		April 1, 2020	100%	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	

Series 2012 Bonds

<u>Maturity*</u>	<u>Principal Amount*</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	CUSIP Nos. <u>30383[†]</u>
April 1, 20__		April 1, 2020	100%	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	
April 1, 20__		April 1, 2020	100	

The purpose of the refunding is to achieve present value debt service savings. The Authority's decision whether to refund any given Refunding Candidates is subject to prevailing market conditions at the time of the sale of the Series 2016 Bonds. The Authority may refund only certain Refunding Candidates if refunding such Refunding Candidates permits the Authority to meet certain savings targets. The Refunding Candidates, if any, that are refunded with proceeds of the Series 2016 Bonds are referred to as the "Refunded Bonds." The final Refunded Bonds will be described in the final Official Statement relating to the Series 2016 Bonds.

Upon delivery and issuance of the Series 2016 Bonds by the Authority, proceeds thereof will be used to provide for the payment and redemption of the Refunded Bonds by depositing with The Bank of New York Trust Company, N.A. pursuant to an escrow deposit agreement, cash and non-callable, direct obligations of the United States of America the maturing principal of and interest on which, together with such cash, will be sufficient to pay all principal, applicable redemption premiums, and interest on the Refunded Bonds to their respective redemption dates. The arithmetical computations of the sufficiency of the cash and securities deposited with The Bank of New York Trust Company, N.A. to pay the principal of and interest on the Refunded Bonds will be verified by Robert Thomas CPA, LLC.

* Preliminary, subject to change.

THE DULLES METRORAIL PROJECT

History and Background of the Dulles Metrorail Project

The District Act enables the County to create one or more special transportation taxing districts in accordance with its terms. The County to date has created two such districts to provide a means of financing its share of the cost of an extension of rail service from near WMATA's existing West Falls Church Metrorail station to the Washington Dulles International Airport ("Dulles Airport") and beyond into Loudoun County. The District is one such district; the other, the "Phase II District," is described hereinafter under "—Phase II Dulles Rail Project."

The District was created by the Board of Supervisors of the County on February 24, 2004, in response to a petition (the "Petition") submitted to the County on December 19, 2003, by landowners in the District. The petitioning landowners represented a majority of the assessed value of property zoned for commercial or industrial use in the Tysons Corner and Reston/Herndon commercial areas in the District as required under the District Act.

Funding for the County's share of the Phase I Dulles Rail Project is being provided from a real estate tax levy on all property zoned for commercial and industrial use in the District. The District Act permits the levy of a special improvements tax of up to \$0.40 per \$100 of the assessed fair market value of any taxable commercial and industrial real estate in the District. Under the terms of the Petition, however, the Board of Supervisors may not adopt a plan of finance that would be reasonably anticipated to require a tax greater than \$0.29 per \$100 of assessed value, assuming growth in assessed value of 1.5% per year. However, the Board of Supervisors is bound only by the statutory limit of a tax rate not greater than \$0.40 per \$100 of assessed value. The Petition allowed for a tax levy prior to the issuance of the Series 2011 Bonds to provide funding for the Revenue Stabilization Subfund, the Reserve Subfund and Phase I Dulles Rail Project costs on a pay-as-you-go-basis. On June 21, 2004, the Board of Supervisors approved a Special Improvements Tax at a rate of \$0.22 per \$100 of assessed value, effective July 1, 2004. [The tax rate for the District from FY 05 through FY 2015 remained at \$0.22 per \$100 of assessed value. The tax rate for FY 2014 and FY 2015 was set by the Board of Supervisors at \$0.21 per \$100 of assessed value. For FY 2016 the Board of Supervisors set and approved the tax rate at \$0.19 per \$100 of assessed value and the proposed FY 2017 Budget recommends that the rate be set at \$0.____ per \$100 of assessed value.]

Construction and Financing of the Phase I Dulles Rail Project

[On December 20, 2005, MWAA proposed to the Commonwealth that MWAA (i) assume the responsibility for (a) operating the Dulles Toll Road an eight lane tolled roadway that is approximately 13.4 miles in length, between I-495 and Virginia Route 28 in eastern Loudoun County (the "Dulles Toll Road") and (b) constructing the Dulles Metrorail Project and (ii) use revenues from the Dulles Toll Road to fund a portion of the cost of construction of the Dulles Metrorail Project. In accordance with the Master Transfer Agreement relating to the Dulles Toll Road and the Dulles Metrorail Project, dated December 29, 2006 (the "Transfer Agreement"), and the Permit and Operating Agreement, dated December 29, 2006, as amended (the "Permit and Operating Agreement") each by and between MWAA and Virginia Department of Transportation ("VDOT"), on November 1, 2008, VDOT (i) granted MWAA a permit to operate the Dulles Toll Road, to set and collect the tolls on the Dulles Toll Road and to receive and use the revenues generated from such tolls ("Toll Revenues"), and (ii) assigned to MWAA, for the 50 year term of the Permit and Operating Agreement, substantially all of the rights and interest of VDOT in and to the Dulles Toll Road.]

Pursuant to the Funding Agreement, MWAA has agreed to design and construct, in two phases, the Dulles Metrorail Project, a 23.1 mile extension of WMATA's 106 mile Metrorail system (the "Dulles Metrorail Project") that will connect by rail (i) the corridor (the "Dulles Corridor") that straddles the Dulles Toll Road (defined herein (which straddles the toll-free Dulles International Airport Access Highway (the "Dulles Access Road")) with (ii) the greater Washington D.C. metropolitan area. The Dulles Metrorail Project will branch off from the existing Metrorail Orange Line near the West Falls Church Station in the County, proceed along the median of the Dulles Access Road, depart from the median to run through Tysons Corner via Virginia State Route 7, then proceed west again on such median to Dulles Airport and beyond to Route 772 in Loudoun County. See "**Map of Dulles Metrorail Project**."

[In July 2014 the Phase I Dulles Rail Project was deemed complete and WMATA accepted such phase in the Metrorail System. WMATA has assumed the role as owner and operator of the Phase I Dulles Rail Project extension of the Metrorail System. Upon completion of the Phase II Dulles Rail Project (described below) and WMATA's acceptance of such phase into the Metrorail System, WMATA will assume the role of the owner and operator of the Phase II Dulles Rail Project.]

As of _____, 2016, MWAA has issued bonds and notes in the aggregate amount of \$ _____ secured by the Toll Revenues to finance costs of the Phase I Dulles Rail Project. The Toll Revenues and other MWAA funds are not available to pay and do not secure the Series 2016 Bonds.

[Toll Revenue litigation favorably decided for MWAA]

[Pursuant to the Funding Agreement, the County agreed to provide \$400 million toward the costs of the Phase I Dulles Rail Project. By December 2013 had met its \$400 million funding requirement, by providing, on a pay-as-you-go basis, approximately \$ _____ million to MWAA from Special Tax Revenues collected and \$ _____ through the issuance of the Series 2011 Bonds and the Series 2012 Bonds. Pursuant to the Petition, the Special Tax Revenues to be collected are limited to the amount required to provide \$400 million for costs of the Phase I Dulles Rail Project plus the amount required to fund debt service reserves.

[In addition to MWAA and the County's contributions to the financing of the Phase I Dulles Rail Project, the federal government agreed to provide \$900 million of the funding through federal New Starts legislation. The Secretary of the United States Department of Transportation, after obtaining approval from the Office of Management and Budget, executed the Full Funding Grant Agreement (the "FFGA") for \$900 million with MWAA on March 10, 2009. By _____, 2014, the United States Congress had appropriated \$ _____ under the FFGA.

[The total cost of the Phase I Dulles Rail Project was approximately \$2.9 billion.].

Phase II Dulles Rail Project

[The "Phase II Dulles Rail Project" will complete the 23-mile line to Dulles Airport and beyond into Loudoun County. The Phase II Dulles Rail Project will run from Wiehle Avenue (the western terminus of the Phase I Dulles Rail Project) in Reston through Dulles Airport to Route 772 in Loudoun County. The funding for the Phase II Dulles Rail Project will be shared among Fairfax County, Loudoun County and MWAA. As a result of a Memorandum of Agreement approved in late 2011 by Fairfax County, Loudoun County and MWAA, as well as the U.S. Department of Transportation and the Commonwealth of Virginia, federal financial assistance in the form of one or more loans through the Transportation Infrastructure Finance and Innovation Act (TIFIA) was approved, as is state assistance in an amount up to \$150 million. On May 9, 2014, the United States Department of Transportation ("USDOT") approved an application of the County to receive loans in the aggregate principal amount of up to \$403,274,894 plus capitalized interest to fund County obligated Phase II Dulles Rail Project costs (the "TIFIA Loan"). The TIFIA Loan closed on December 17, 2014. **The TIFIA Loan and any bonds or other obligations issued to finance the Phase II Dulles Rail Project will not be secured by the Special Tax Revenues.]**

In October 2009, the County received a valid petition (the "Phase II District Petition") to form another special tax district comprised of the Reston-Herndon-Dulles commercial districts in order to provide funds for Phase II Dulles Rail Project financing. The Phase II Dulles Rail Transportation Improvement District (the "Phase II District") was approved by the Herndon Town Council in November 2009, and created by the Fairfax County Board of Supervisors on December 21, 2009. The Phase II District Petition calls for an initial tax rate of \$0.05 per \$100 of assessed value, increasing in \$0.05 increments on an annual basis up to \$0.20/\$100 of assessed value. When Phase II Dulles Rail Project passenger service begins, the tax rate can rise to \$0.25/\$100 of assessed value depending on the financing needs of the district. Since the incurrence of the TIFIA Loan, the Board of Supervisors is bound only by the statutory tax rate limit of \$0.40 per \$100 of assessed value. The tax levy in the Phase II District for FY 2014, FY 2015 and FY 2016 was \$.20 per \$100 on property zoned for commercial or industrial use in the Phase II District. In addition to the County's contribution from the special tax revenues generated from the Phase II District, the Phase II Dulles Rail Project will be financed from funds provided by Loudoun County, by MWAA from Dulles Toll Road Toll Revenues and from funds received by the Northern Virginia Transportation Authority. Phase II Dulles Rail Project is not expected to receive any direct cash financing from the federal government. The Phase II District does not include any taxable property zoned for commercial and industrial use found in the District.]

[On April 10, 2012 the Fairfax County Board of Supervisors confirmed the County's participation in the Phase II Dulles Rail Project. [As part of the financial deal, Fairfax County agreed to make its best efforts to pay for building the Route 28 Station, along with the parking garage at this station and at Herndon Monroe, outside of the Phase II Dulles Rail Project.] [In addition as part of the TIFIA Loan transaction the County agreed to finance and construct such parking garages.] The County is looking at several options that include using a public-private partnership, developer contributions, parking revenue, and federal and state grants. If the County is not successful in funding the two garages and station outside of the Phase II Dulles Rail Project, Fairfax will only pay for 16.1 percent of the cost for these facilities. On July 3, 2012 the Loudoun County Board of Supervisors also confirmed Loudoun County's participation in the Phase II Dulles Rail Project. MWAA has initiated construction of the Phase II Dulles project in _____ and the Phase II Dulles Rail Project is currently estimated to be completed in _____.

THE AUTHORITY

The Authority was created in 1964 pursuant to the Authority Act to foster and stimulate the development of industry within Fairfax County and is a political subdivision of the Commonwealth. It is governed by seven commissioners appointed by the Board of Supervisors. The Authority is empowered by the Authority Act to, among other things, acquire, construct, own, lease and dispose of various types of facilities, including facilities for use by a county, a municipality, the Commonwealth and its agencies, or other governmental organization, and to finance the same by the issuance of its revenue bonds for such purposes. The Authority has no taxing power. The power of the Authority to issue its revenue bonds for the purposes set forth in the Authority Act was upheld by the Supreme Court of Virginia in *Fairfax County Industrial Development Authority v. Coyner*, 207 Va. 351, 120 S.E. 2d 817 (1966).

The members of the Board of Commissioners of the Authority and the expiration dates of their respective terms in office are set forth below:

<u>Member</u>	<u>Term Expires</u>
Steven L. Davis, Chairman	July 1, 20__
Michael J. Lewis, Vice Chairman, Treasurer	July 1, 20__
Ronald C. Johnson, Secretary	July 1, 20__
Catherine Lange, Assistant Secretary	July 1, 20__
Mark Lowham	July 1, 20__
Arthur E. Morrisette IV	July 1, 20__
Sudhakar Shenoy	July 1, 20__

Gerald L. Gordon serves as President of the Authority.

The Authority has acted as a conduit issuer of bonds other than the Series 2016 Bonds. Only Indebtedness outstanding under the Trust Agreement, including the Series 2011 Bonds, the Series 2012 Bonds and Series 2016 Bonds, is payable from payments made under the Project Agreement.

THE COUNTY

The County is located in the northeastern corner of Virginia and encompasses a net land area of 407 square miles. The County is part of the Washington, D.C. metropolitan area, which includes jurisdictions in Maryland, the District of Columbia and Northern Virginia.

The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of the County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large for a four-year term, and one member from each of nine districts, each elected for a four-year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, directs business and administrative procedures and recommends officers and personnel to be appointed by the Board of Supervisors.

In Virginia, cities and counties are discrete units of government and do not overlap. Fairfax County completely surrounds the City of Fairfax and is adjacent to the City of Falls Church and the City of Alexandria. Property within these cities is not subject to taxation by the County, and the County generally is not required to provide governmental services to their residents. The County, does, however, provide certain services to the residents of certain of these cities pursuant to agreements with such cities.

In the County, there are located three incorporated towns, Clifton, Herndon and Vienna, which are underlying units of government within the County, and ordinances and regulations of the County are, with certain limitations prescribed by Virginia law, generally effective in them. Property in these towns is subject to County taxation, and the County provides certain services to their residents. These towns may incur general obligation bonded indebtedness without the prior approval of the County.

See Appendix A for further information regarding the County.

THE DISTRICT

The District was created by resolution of the Board of Supervisors pursuant to the District Act. The District boundaries are in the County, located generally along Tysons Corner and Reston/Herndon commercial areas, and located along the Dulles Airport Access Road/Toll Road corridor between the existing Metro Orange Line and Dulles Airport in the County. See “**Phase I Dulles Rail Transportation Improvement District Map**” herein. The District is governed by a commission of five members, four of whom are members of the Board of Supervisors of Fairfax County and one of whom is the Chairman of the Commonwealth Transportation Board or his or her designee. The Chairman of the District Commission is elected by and from among its members.

The District is empowered, among other things, to undertake to assist in the providing of funding for the Phase I Dulles Rail Project. Upon the request of the District, the Board of Supervisors has the power to levy the Special Improvements Tax and to collect the Special Tax Revenues. The District itself has no taxing power. For accounting purposes the District is classified as a special revenue fund within the County’s financial statements, and information concerning the District’s financial status is found within the County’s Comprehensive Annual Financial Report.

In furtherance of the purposes of the District Act, the District entered into the Project Agreement. See “**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2016 BONDS**” herein.

District Tax Base Data

The Special Improvements Tax is a current surcharge (as of Tax Year 2015) of [\$0.19/\$100] assessed fair market value on the general real estate property tax levied on commercial and industrial properties within the District’s boundaries, and, in the Project Agreement, the County agrees that the billing, collection, penalties and tax-sales procedures with respect to the Special Improvements Tax will be the same as those with respect to the County’s general real estate property tax. The owners of the commercial and industrial properties in the District are obligated to make Special Improvements Tax payments to the County at the end of July and the beginning of December. The Special Improvements Tax may be raised to as high as \$.40 per \$100 of assessed value on commercial and industrial properties within the District’s boundaries. The following data have been provided by the County.

Assessed Value of Taxable Commercial/Industrial Property in the District¹

<u>Fiscal Year</u>	<u>Amount</u>	<u>% Change</u>	<u>Tax rate (per \$100 of Assessed Value</u>
1985	\$3,084,000,000	N/A	N/A
1990	4,112,000,000	33.34%	N/A
1995	3,444,000,000	(16.25)	N/A
2000	5,012,000,000	45.53	N/A
2001	5,632,000,000	12.37	N/A
2002	6,338,000,000	12.54	N/A
2003	6,651,000,000	4.94	N/A
2004	6,612,000,000	(0.58)	N/A
2005	6,830,000,000	3.30	[0.22]
2006	8,076,000,000	18.25	[0.22]
2007	9,991,000,000	23.72	[0.22]
2008	11,634,000,000	16.45	[0.22]
2009	12,817,000,000	10.17	[0.22]
2010	12,434,000,000	(2.98)	[0.22]
2011	9,998,000,000	(19.59)	[0.22]
2012	10,171,000,000	1.73	[0.22]
2013	11,135,000,000	9.48	[0.22]
2014			0.21
2015			0.21
2016			0.19

Source: Fairfax County Department of Tax Administration

¹ The District was established in February 2004. The above table provides information in prior years for property that now falls within the District's boundaries.

The increase in the assessed value of the taxable commercial/industrial property in most of the last 25 years in District is due to the significant commercial, retail and residential development in the County's primary urban centers, Tysons Corner and Reston. See "**THE DISTRICT—District History and Development.**"

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Historical Special Tax Revenues Collected in the District

<u>Fiscal Year</u>	<u>Total</u>
2005	\$ 7,512,571
2006	18,673,668
2007	24,478,904
2008	28,792,097
2009	30,131,737
2010	28,017,357
2011	22,592,524
2012	
2013	
2014	
2015	

Source: Fairfax County Department of Tax Administration

Note: Since the inception of the District the tax levied on the assessed fair market value of the commercial and industrial properties within the District's boundaries has been set at the rates as described under the table "Assessed Value of Taxable Commercial/Industrial Property in the District". This rate may be increased (up to \$.40 per \$100 of assessed value) or decreased at the discretion of the Board of Supervisors. Figures also include interest earned on investments.

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Adopted Financial Policies

[In March, 2013, the County and the District adopted financial management policies to guide its annual budgetary decision-making regarding the setting of the tax rate and establishment of reserves for the District. Such policies establish targets for reserve levels and debt service coverage in excess of the legal minimums established by the Trust Agreement and Project Agreement. Among other parameters, the financial management policy targets annual debt service coverage of 150% and seeks a minimum of 150% annual debt service coverage for two consecutive years prior to a lowering of the tax rate. Such tax rate reductions are limited to not more than \$0.02 per year. The financial management policy also targets an aggregate balance of 2.5 times maximum annual debt service in the Reserve Subfund, Revenue Stabilization Subfund and Residual Subfund.]

The following table indicates the expenditures of collected Special Tax Revenues for purposes of the Phase I Dulles Rail Project since the inception of the District.

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Expenditures of Special Tax Revenues

<u>Fiscal Year</u>	<u>Amount</u>
2005	\$ 0
2006	0
2007	0
2008	0
2009	25,015,000
2010	22,491,341
2011	47,300,851
2012	
2013	
2014	
2015	
Total	\$

Source: Fairfax County Department of Management and Budget

Note: Of the total amount of Special Tax Revenues collected that have already been expended, \$_____ has been provided to MWAA to pay construction costs of the Phase I Dulles Rail Project and the remaining amount of Special Tax Revenues expended was used to pay debt service, legal and other related fees.

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Twenty Largest Owners of Real Property in the District
(as of January 1, 2016) -- update

<u>Property Owner*</u>	<u>Assessed Value</u>	<u>Type of Business</u>
Macerich	\$	Real Estate and Rental and Leasing
Lerner		Real Estate and Rental and Leasing
Quadrangle Development/AEW Capital		Real Estate and Rental and Leasing
Freddie Mac		Finance and Insurance
Beacon Capital		Real Estate and Rental and Leasing
SAIC		Professional, Scientific, and Technical Services
Mitre Corporation		Professional, Scientific, and Technical Services
BF Saul		Real Estate and Rental and Leasing
Brandywine		Real Estate and Rental and Leasing
PS Business Parks		Real Estate and Rental and Leasing
CESmith/Vornado		Real Estate and Rental and Leasing
Capital One Bank		Finance and Insurance
General Growth Properties		Real Estate and Rental and Leasing
Aavalon Bay Communities		Real Estate and Rental and Leasing
Dividend Capital		Real Estate and Rental and Leasing
Washington Real Estate Investment Trust		Real Estate and Rental and Leasing
Corporate Office Properties Trust		Real Estate and Rental and Leasing
Gannett Company		Information / Newspaper Publishers
Northwestern Mutual Life insurance Company		Finance and Insurance
Georgelas Family		Real Estate and Rental and Leasing

Source: Fairfax County Department of Tax Administration

*Real property owned by various subsidiaries of one company has been consolidated under the name of the parent company.

District History and Development

[The District is located along the Dulles Toll Road corridor and includes the Tysons Corner area of the County. Within the last three decades, the area encompassing the District has grown from a largely rural area to a vibrant commercial and retail region. Tysons Corner currently has over _____ million square feet of office, retail, and other commercial space and is behind only downtown D.C.'s Central Business District and the East End submarkets in the entire Washington D.C. metro area in total office inventory, and has ____ million square feet of residential space. It is expected that the Phase I District will continue to have significant growth in population, employment and commercial, retail and residential space over the next several decades.

Several years ago, the County's Board of Supervisors began implementing initiatives to transform Tysons Corner, including the adoption of a new Comprehensive Plan for Tysons Corner on June 22, 2010 (the "Comprehensive Plan"). Prior to the Comprehensive Plan's adoption, several transportation studies were completed, which included conceptual design and engineering for Boone Boulevard and Greensboro Drive extensions, cost estimates for transportation projects serving Tysons Corner from 2010-2030 and 2030-2050 and a short-term Transit Development Plan, which provides a plan to have circulator and shuttle bus service to each station within Tysons Corner from surrounding communities. Many transportation initiatives are currently underway and include a circulator study to look at the long-term evolution of Tysons Corner bus service to street car or other urban fixed guideway service, and design and engineering of the Comprehensive Plan's envisioned urban street grid.

Concurrently with the Comprehensive Plan's adoption, the Board of Supervisors adopted a Zoning Ordinance amendment that establishes a new zoning district, called the Planned Tysons Corner (PTC) Urban District. The County has dedicated additional staff to review the rezoning applications submitted with the major redevelopment proposals for Tysons Corner.

County staff continues to evaluate potential arrangements for financing the public share of Tysons Corner infrastructure improvements and to facilitate co-operative funding agreements with the private sector. County staff, in cooperation with private participants, created a new 501(c)(6) membership organization known as the Tysons Partnership on January 25, 2011. Tysons Partnership will provide a comprehensive approach to tasks that include marketing and branding, transportation, urban design/planning, public facilities and community amenities and finance.

The County continues to refine and identify additional initiatives to manage future growth, maintain a healthy tax base, and manage future transportation and other infrastructure investments to ensure Tysons Corner will be a thriving community well into the future. The Board of Supervisors meets routinely to assess progress on the Comprehensive Plan implementation.

Since the adoption of the Tysons Comprehensive Plan in June 2010, fifteen major redevelopment proposals are approved or pending approval within Tysons Corner: Spring Hill Station (Georgelas Group), Capital One Corporate Headquarters Expansion, Solutions Plaza (SAIC/Dittmar), MITRE Corporate Headquarters Expansion, Tysons Central (NV Commercial/Clyde's Restaurant), Scotts Run Station South (Cityline Partners), Scotts Run Station North (Cityline Partners), Arbor Row (Cityline Partners), The Commons (LCOR), Dominion Square East (Capital Automotive REIT), Dominion Square West (Capital Automotive REIT), Spring Hill Place (Sunburst Hospitality), 1577 Spring Hill Road Redevelopment (Perseus Realty), Tysons West (JBG Rosenfeld) and Greensboro Park (Beacon Capital). These projects, coupled with over 13 million square feet of additional development that has been previously approved in Tysons or pending approval in Reston's portion of the tax district cover approximately 238 acres, most of which are located within 1/4 mile of a future Metrorail station. The total commercial development proposed for these projects is 54 million square feet.]

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The following are 10 major private employers in the County that have a major presence in the District.

Ten Major Private Employers in the District
(as of _____, 2015) –

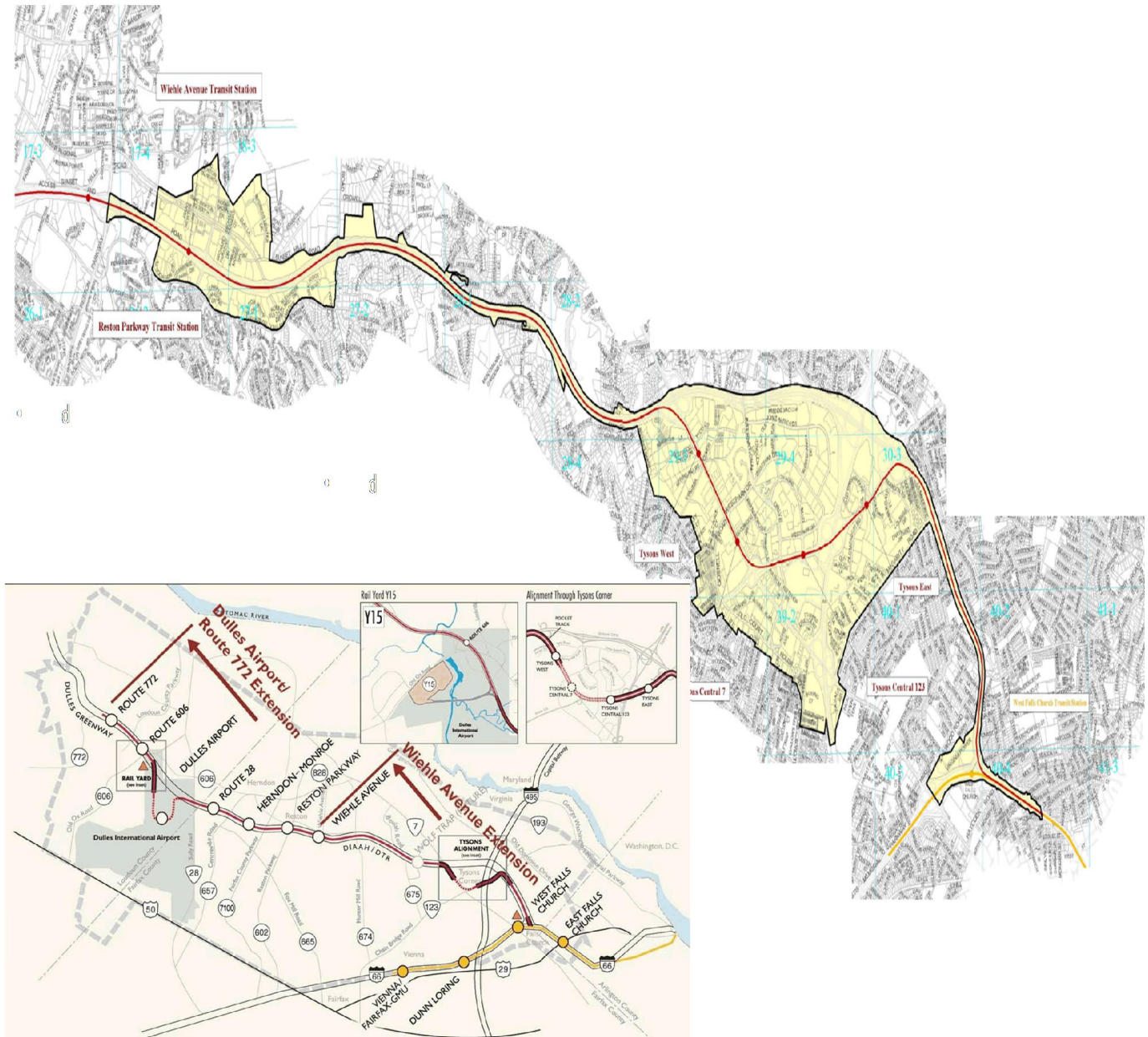
Company Name	Type of Business	County Employment Range*
Booz Allen Hamilton, Inc.	Professional, Scientific, and Technical Services	
Freddie Mac	Finance and Insurance	
Northrop Grumman	Professional, Scientific, and Technical Services	
SAIC	Professional, Scientific, and Technical Services	
AT&T	Professional, Scientific, and Technical Services	
BAE Systems	Professional, Scientific, and Technical Services/Transportation Equipment	
Capital One	Finance and Insurance	
Deloitte	Professional, Scientific, and Technical Services	
Gannett Company	Information/Newspaper Publishers	
HP Enterprise Services	Professional, Scientific, and Technical Services	

Sources: Fairfax County Economic Development Authority and the Virginia Employment Commission.

* Note: Employment range indicates total County-wide employment. Employment estimates for separate facilities of the same firm have been combined. Broad employment ranges are given to ensure confidentiality and are based on quarterly employer reports to the Virginia Employment Commission. Type of Business is based on two-digit North American Industry Classification System (NAICS) codes.

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Phase I Dulles Rail Transportation Improvement District Map



ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of Series 2016 Bonds proceeds and other available funds are as follows:

SOURCES

Principal of Series 2016 Bonds	\$
Net Original Issue Premium	
Collected Special Tax Revenues	
[Release of money in Reserve Subfund]	
[Release of money in Revenue Stabilization Subfund]	
Other Available Revenues	
Total	<u>\$</u>

USES

Deposit to Escrow Fund for Refunded Bonds	\$
Underwriters' Discount	
Costs of Issuance*	
Total	<u>\$</u>

*Includes legal fees, ratings and other costs of issuance.

THE SERIES 2016 BONDS

Description of Series 2016 Bonds

The Series 2016 Bonds will be issued as fully registered bonds in book-entry form, dated their date of delivery, and will be issued in denominations of \$5,000 and integral multiples thereof. The Series 2016 Bonds will bear interest from their date of delivery payable on each April 1 and October 1, beginning [____ 1, 2016], at the rates and will mature on the dates set forth on the inside cover of this Official Statement. If any payment of the principal of or interest on, or redemption price of, the Series 2016 Bonds is due on a date that is not a Business Day, such payment will be made on the next succeeding Business Day, and no interest will accrue on the amount of such payment during the intervening period. As used herein, "Business Day" means any day other than a Saturday, Sunday or other day on which The New York Stock Exchange or banks are authorized or required to close in New York, New York, or Richmond, Virginia.

The Series 2016 Bonds are being issued pursuant to a resolution adopted by the Authority on _____, 2016, and pursuant to the Trust Agreement. [The Trustee is also the Paying Agent for the Series 2016 Bonds and escrow agent for the Refunded Bonds].

Redemption of Series 2016 Bonds

Optional Redemption. The Series 2016 Bonds are subject to redemption at the option of the Authority, as directed by the County and the District, in whole or in part, at any time on or after April 1, 20__, at a Redemption Price equal to ____% of the principal amount of the Series 2016 Bonds to be redeemed plus interest accrued thereon to the Redemption Date.

Mandatory Redemption.

The Series 2016 Bonds maturing April 1, 20__*, are subject to mandatory redemption in part at a price equal to the principal amount thereof, together with interest thereon accrued to the date of redemption, in accordance with the following Sinking Fund Requirements:

Series 2016 Bonds Maturing <u>April 1, 20__*</u>	
<u>Year</u>	<u>Principal Amount*</u>
2033	\$
2034	
2035	
2036	
2037	(final maturity)

Series 2016 Bonds purchased, delivered or redeemed, other than those redeemed by a mandatory sinking fund redemption, will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to the Series 2016 Bonds due on the same date as the Term Bonds so purchased, delivered or previously redeemed and cancelled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the Authority determines, and the principal amount of such Series 2016 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be redeemed accordingly.

At the Authority's option, to be exercised not less than forty-five (45) days prior to each such applicable Interest Payment Date on which Series 2016 Bonds are subject to call for redemption under the provisions of the Trust Agreement except from moneys other than money set aside or deposited for the redemption of the Series 2016 Bonds, the Authority may (a) deposit money with the Trustee to be used to purchase Series 2016 Bonds, or direct the Trustee in writing to cause money in the Debt Service Subfund (only to the extent such money is in excess of the amount required for payment of the Series 2016 Bonds theretofore matured or called for redemption and the total amount of interest and principal scheduled to become due on the next succeeding Interest Payment Date or Principal Payment Date) to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Interest Payment Date, or (b) receive a credit against the Sinking Fund Requirements for Series 2016 Bonds which prior to such date have been purchased by the Authority and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Sinking Fund Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Sinking Fund Requirement. Each such Series 2016 Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to Series 2016 Bonds due on the same date as the Term Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the Authority shall determine, and the principal amount of such Series 2016 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

Selection of Series 2016 Bonds for Redemption

The Series 2016 Bonds will be redeemed only in the minimum denomination authorized by the Trust Agreement or in whole multiples of such minimum denomination. If less than all of the Series 2016 Bonds of a particular maturity of a Series is called for redemption, the particular Series 2016 Bonds or portions of Series 2016 Bonds to be redeemed will be selected by the Trustee by lot while held by the securities depository or through such other method as the Trustee in its sole discretion shall determine.

* Preliminary, subject to change.

Notice of Redemption

At least 30 but not more than 90 days before the redemption date of any Series 2016 Bonds, whether such redemption be in whole or in part, the Trustee is to cause a notice of any such redemption to be provided to all Owners owning Series 2016 Bonds to be redeemed in whole or in part, but any defect in such notice or the failure to mail any such notice to any Owner owning any Series 2016 Bonds shall not affect the validity of the proceedings for the redemption of any other Series 2016 Bonds. Each such notice will set forth the Series 2016 Bonds or portions thereof to be redeemed, the date fixed for redemption, the redemption price to be paid, and if less than all the Series 2016 Bonds are called for redemption, the maturities of the Series 2016 Bonds to be redeemed and, if less than all of the Series 2016 Bonds of any one maturity then outstanding are called for redemption, the distinctive numbers and letters, if any, of such Series 2016 Bonds to be redeemed and, in the case of Series 2016 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Series 2016 Bond is to be redeemed in part only, the notice of redemption will also state that on or after the redemption date, upon surrender of such Series 2016 Bond, a new Series 2016 Bond in principal amount equal to the unredeemed portion of such Series 2016 Bond and of the same maturity will be issued.

Any notice of optional redemption of the Series 2016 Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price, plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption will be deemed to be revoked.

Book-Entry Only System

The description which follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Series 2016 Bonds, payments of principal of and interest on the Series 2016 Bonds to The Depository Trust Company, New York, New York ("DTC"), its nominee, Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in the Series 2016 Bonds and other bond-related transactions by and between DTC, the Direct Participants and Beneficial Owners is based solely on information furnished by DTC.

DTC will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2016 Bond certificate will be issued for each maturity of Series 2016 Bonds, as set forth on the inside cover page hereof, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and dtc.org.

Purchases of the Series 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016 Bonds on DTC's records. The ownership interest of the actual purchasers of the Series 2016 Bonds (the "Beneficial Owners") is in turn recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmations from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owners entered into the transaction. Transfers of ownership interests in the Series 2016 Bonds are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2016 Bonds, except in the event that use of the book-entry system for the Series 2016 Bonds is discontinued.

To facilitate subsequent transfers, the Series 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2016 Bonds with DTC and registration in the name of Cede & Co. or such other nominee does not effect any change in beneficial ownership. DTC has no knowledge of the identities of the actual Beneficial Owners of the Series 2016 Bonds; DTC's records reflect only the identities the Direct Participants to whose accounts the Series 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct or Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2016 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2016 Bonds, such as redemptions, tenders, defaults and proposed amendments to the security documents. For example, Beneficial Owners of the Series 2016 Bonds may wish to ascertain that the nominee holding the Series 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Series 2016 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's Operational Arrangements and the Issuing/Paying Agent General Operating Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and payments of principal of and interest on the Series 2016 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee and Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC (or its nominee), the Authority or the Trustee and Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2016 Bonds at any time by giving reasonable notice to the Authority and the Trustee and Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2016 Bond certificates will be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2016 Bond certificates will be printed and delivered to DTC.

Neither the Authority nor the Trustee and Paying Agent has any responsibility or obligation to the Direct or Indirect Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (b) the payment by any Direct or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, premium, if any and interest on the Series 2016 Bonds; (c) the delivery or timeliness of delivery by any Direct or Indirect Participant of any notice to any Beneficial Owner that is required or permitted to be given to holders; or (d) any other action taken by DTC, or its nominee, Cede & Co., as holder, including the effectiveness of any action taken pursuant to an Omnibus Proxy.

So long as Cede & Co. is the registered owner of the Series 2016 Bonds, as nominee of DTC, references in this Official Statement to the holders of the Series 2016 Bonds mean Cede & Co. and not the Beneficial Owners, and Cede & Co. will be treated as the only holder of Series 2016 Bonds.

The Authority may enter into amendments to the agreement with DTC or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Series 2016 Bonds without the consent of Beneficial Owners or holders.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

The Authority may enter into amendments to the agreement with DTC, or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Series 2016 Bonds without the consent of Beneficial Owners.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2016 BONDS

General

[The Series 2016 Bonds, the premium, if any, and the interest thereon are limited obligations of the Authority payable solely from the revenues and receipts received by the Authority from the County for the account of the District under the Project Agreement, on a parity with any other series of Bonds issued (including the Series 2011 Bonds) for purposes of the County fulfilling its requirement under the Funding Agreement to provide MWAA with a total of \$400 million to fund the Phase I Dulles Rail Project with Initial Bonds, any Additional Bonds and any Refunding Bonds (collectively, the "Bonds"). See "**Additional Bonds Test**" below.]

Neither the faith and credit of the Commonwealth nor the faith and credit of any political subdivision thereof (including the District or the County) are pledged to the payment of the principal of or the interest or premium, if any, on Series 2016 Bonds. The Series 2016 Bonds shall not be a debt of the Commonwealth or any political subdivision thereof (including the District or the County), and neither the Commonwealth nor any such political subdivision (including the District or the County), other than the Authority, shall be liable thereon. The Series 2016 Bonds do not directly, indirectly or contingently obligate the Commonwealth or any of its political subdivisions (including the District or the County) to levy taxes or make appropriations for the payment of the Series 2016 Bonds.

No County Obligation

The County is not legally obligated to impose the annual Special Improvements Tax in any Fiscal Year, and its obligation to collect and pay to the Trustee Special Tax Revenues is contingent upon the levy of the Special

Improvements Tax and appropriation of the Special Tax Revenues for any such Fiscal Year by the Board of Supervisors.

See “**Special Improvements Taxes**” and “**Application of Special Tax Revenues**” herein for a description of the levy, collection, appropriation, payment and application of the Special Improvement Taxes as addressed in the Project Agreement.

Reserve Subfund

The Trust Agreement establishes with the Trustee the Reserve Subfund and requires that, in connection with the issuance of the Series 2016 Bonds, the amount to the credit thereof equal the Reserve Subfund Requirement for all Bonds outstanding. The Reserve Subfund Requirement is equal to the least of (i) maximum amount of principal and interest scheduled to become due on the outstanding Bonds in any Fiscal Year (“MADS”), (ii) 125% of the average annual Principal and Interest Requirements on Bonds outstanding and (iii) 10% of the original stated principal amount of all Bonds. Upon the issuance of the Series 2016 Bonds, the Reserve Subfund Requirement which is equal to MADS on the aggregate of the Series 2011 Bonds, the Series 2012 Bonds and the Series 2016 Bonds (in Fiscal Year ____; see the table under “**ANNUAL DEBT SERVICE PAYABLE ON OUTSTANDING BONDS**”) is estimated to be approximately \$ ____*. The Reserve Subfund will be held as a reserve for the payment of principal and interest on the Bonds to the extent other funds on deposit in the Debt Service Subfund are not sufficient for such purposes. [The Reserve Subfund will be funded to the Reserve Subfund Requirement on the date of issuance of the Series 2016 Bonds with Special Tax Revenues currently held by the County.]

The Trust Agreement provides that in lieu of the required deposits or transfers to the Reserve Subfund, or from time to time after any such deposits and transfers have been made, the Authority may cause to be deposited into the Reserve Subfund for the benefit of the holders of the Bonds a Reserve Subfund Insurance Policy in an amount equal to (1) the difference between the Reserve Subfund Requirement and the sums, if any, then on deposit in the Reserve Subfund or being deposited in the Reserve Subfund concurrently with such Reserve Subfund Insurance Policy, or (2) any amount up to the Reserve Subfund Requirement.

Revenue Stabilization Subfund

[As contemplated in the Project Agreement and the Trust Agreement, a Revenue Stabilization Subfund has been established to provide additional security for Indebtedness. The Trust Agreement provides that on or after April 1 of each year (after provision for the principal and interest payment due on the Bonds), the Trustee will deposit to the Revenue Stabilization Subfund any remaining Special Tax Revenues transferred to the Trustee from the District Project General Fund held by the County until the balance in the Revenue Stabilization Subfund equals the Revenue Stabilization Subfund Requirement which currently is equal to maximum annual debt service of outstanding Indebtedness.

If on the last Business Day of any March or September (a “Deposit Day”) after the Trustee has deposited to the credit of the Debt Service Subfund the amounts transferred by the County to the Trustee from the District Project General Fund and, if necessary, by the Trustee from the Residual Fund, there remains a deficiency in the amount credited to the Debt Service Subfund or Subordinate Indebtedness Subfund and available to pay debt service due on outstanding Indebtedness on the next April 1 or October 1, the Trustee is to withdraw from the Revenue Stabilization Subfund (prior to making any withdrawal from the Reserve Subfund) for purposes of paying debt service on Bonds the amount required and transfer the amount so withdrawn to the Debt Service Subfund or Subordinate Indebtedness Subfund, as applicable. If such amount is insufficient for such purpose the Trustee is to withdraw the entire balance of the Revenue Stabilization Subfund.

Except as provided in a Supplemental Trust Agreement and consistent with the provisions with respect to Excess Earnings in the Trust Agreement, if the amount of money held for the credit of the Revenue Stabilization Subfund exceeds the Revenue Stabilization Subfund Requirement as then calculated, the Trustee is to transfer from the Revenue Stabilization Subfund the amount of such excess that does not consist of Excess Earnings to the Debt Service Subfund or the Residual Fund as directed by the District.

* Preliminary, subject to change.

Pursuant to the Project Agreement upon the issuance of the Series 2016 Bonds, the Revenue Stabilization Subfund Requirement is equal to maximum annual debt service in the aggregate for the Series 2011 Bonds, the Series 2012 Bonds and the 2016 Bonds. On the date of issuance of the Series 2016 Bonds, the amount deposited in the Revenue Stabilization Subfund will be equal to the current Revenue Stabilization Subfund Requirement, which is estimated to be \$ _____.* If upon the issuance of additional Indebtedness, the Revenue Stabilization Subfund is not funded at the Revenue Stabilization Subfund Requirement, under the Trust Agreement, the Trustee will deposit on each Deposit Day any Special Tax Revenues remaining after the provision for debt service on the outstanding Bonds or Parity Indebtedness due on such Deposit Day to the credit of the Revenue Stabilization Subfund until the amount to the credit thereof equals the Revenue Stabilization Subfund Requirement. In addition, if the rate covenant set forth in Trust Agreement relating to all Indebtedness exceeds 150% for three consecutive fiscal years and construction of the Phase I Dulles Rail Project is complete, upon the request of the District the amount in the Revenue Stabilization Subfund may be released to the Residual Fund.]

Additional Bonds Test

[Prior to the issuance of the Series 2016 Bonds, or any other Refunding Bonds, the Trust Agreement requires a certificate of the Authority setting forth the following have been met (the “Additional Bonds Test”):

- For 12 consecutive months in the prior 24 month period, the Special Tax Revenues collected shall not be less than 120% of the aggregate amount of the Principal and Interest Requirements on Bonds and any Parity Indebtedness required payments for such twelve month period; and
- For each of the five complete Bond Years following the issuance of such Bonds, an estimate of the Special Tax Revenues collected for each such Bond Year shall not be less than 120% of the aggregate amount of the Principal and Interest Requirements on Bonds and any Parity Indebtedness required payments outstanding for each such Bond Year; and
- For 12 consecutive months in the prior 24 month period, the Special Tax Revenues collected shall not be less than 100% of the aggregate amount of the Principal and Interest Requirements on Bonds, any Parity Indebtedness required payments and any Subordinate Indebtedness required payments for such twelve month period; and
- For each of the five complete Bond Years following the issuance of such Bonds, an estimate of the Special Tax Revenues collected for each such Bond Year shall not be less than 100% of the aggregate amount of the Principal and Interest Requirements on Bonds, any Parity Indebtedness required payments and any Subordinate Indebtedness required payments for each such Bond Year.

For the purpose of calculating compliance with each component of the Additional Bonds Test, amounts on deposit or amounts estimated to be on deposit, as applicable, in both the Revenue Stabilization Subfund and the Residual Fund on the last day of each Bond Year (or other testing period) may account for up to 20% of the Special Tax Revenues used in the calculations.

The Series 2016 Bonds will be issued in compliance with the tests set forth above.]

Special Improvements Tax

Pursuant to the District Act, the District is provided the power to request the County to levy and collect an annual special improvements tax on taxable real estate zoned for commercial or industrial use or used for such purposes and taxable leasehold interests in that portion of the improvement district within its jurisdiction for purposes of providing financing for the Phase I Dulles Rail Project. Pursuant to the Project Agreement, the District has agreed to request that the County levy and collect the Special Improvements Tax at a rate, not in excess of the rate permitted by the District Act, sufficient for the District or the County as agent of the District to make timely and

* Preliminary, subject to change.

sufficient transfers of Special Tax Revenues to or for the account of the Authority to meet the Principal and Interest Requirements of any outstanding Bonds. [Currently the Special Tax Rate is set and approved by the Board of Supervisors at a rate of **\$0.19 per** \$100 assessed value.] The maximum rate permissible under the District Act is \$0.40 per \$100 assessed value on taxable real estate zoned for commercial or industrial use.

The Project Agreement requires the District to request the County to set the Special Improvements Tax Rate at a rate that provides at least the minimum debt service coverage required by the Trust Agreement. The Trust Agreement requires that the Special Improvements Tax rate requested be such an amount that will be sufficient so that the Special Tax Revenues collected in an applicable Bond Year plus the amounts on deposit in the Revenue Stabilization Subfund and the Residual Fund (such amounts shall count only in an amount not to exceed 20% of the total amount tested) shall provide in each Bond Year an amount at least equal to the following two independent tests:

(i) one hundred twenty percent (120%) of the sum of:

(a) the Principal and Interest Requirements on Bonds of all Series then outstanding for such Bond Year, and

(b) the payments required to be made in respect of Parity Indebtedness for such Bond Year; and

(ii) one hundred percent (100%) of the sum of:

(a) the Principal and Interest Requirements on Bonds of all Series then outstanding for such Bond Year, and

(b) the payments required to be made in respect of Parity Indebtedness for such Bond Year, and

(c) the payments required to be made in respect of Subordinate Indebtedness within such Bond Year.

Currently the Special Improvements Tax rate is set at **\$0.19** per \$100. [For Bond Year 2015 Special Tax Revenues collected were ___x the amount of debt service described in both paragraphs (i) and (ii) above. Pursuant to the District's request the County has set the tax rate at \$0.19 for Fiscal Year 2016, which is estimated to provide Special Tax Revenues in amounts sufficient to comply with the debt service coverage tests set forth under paragraphs (i) and (ii) above. The District in the Project Agreement agrees to request the County to set the Special Improvements Tax rate at a rate that will provide sufficient Special Tax Revenues to meet the debt service coverage tests. Pursuant to the Project Agreement, the District will not request a reduction in the Special Improvements Tax rate unless (x) available Special Tax Revenues in each of the two Fiscal Years immediately preceding the Fiscal Year in which the tax rate reduction is proposed has provided for debt service coverage amounts greater than the debt service coverage requirements set forth in the Trust Agreement and (y) it is reasonably anticipated by the District that available Special Tax Revenues in each subsequent Fiscal Year will provide for debt service coverage amounts greater than the debt service coverage requirements set forth in the Trust Agreement for each subsequent Fiscal Year. Any Special Improvements Tax rate reduction is to be modified to the extent necessary to meet the required debt service coverage ratios set forth in the Trust Agreement.

Application of Special Tax Revenues

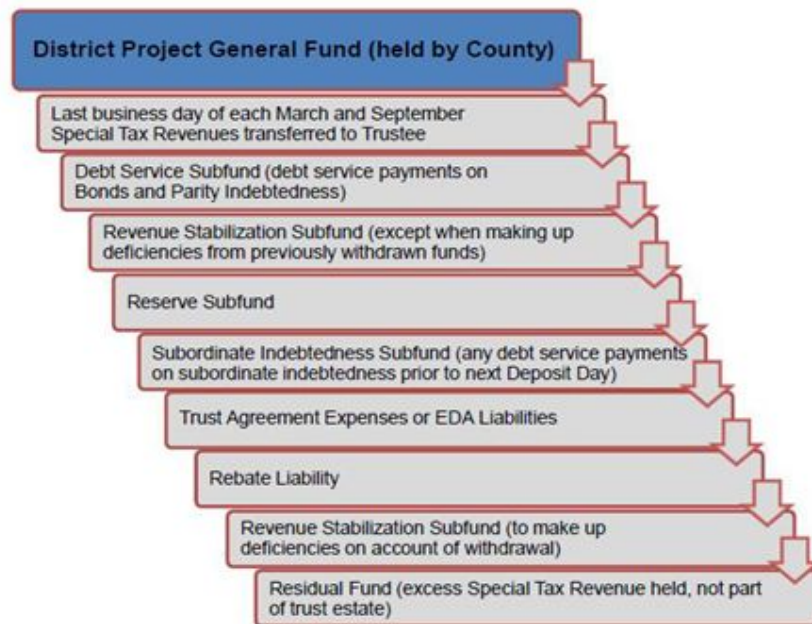
Pursuant to the requirements of the Project Agreement and the Trust Agreement, the County is to deposit or cause to be deposited in the District Project General Fund all Special Tax Revenues received and appropriated during such Fiscal Year and on each Deposit Day such Special Tax Revenues (along with any interest earnings) are to be transferred to the Trustee (subject to appropriation by the County) and applied pursuant to the provisions of the Trust Agreement. Such Special Tax Revenues are to be applied as follows: first, deposit to the Debt Service Subfund in an amount equal to the interest due on outstanding Bonds plus an amount equal to one-half the Principal Requirement of any Serial Bonds and one-half of the Sinking Fund Requirement for any Term Bonds coming due on the next Principal Payment Date and any payments to be made on Parity Indebtedness prior to the next deposit day of Special Tax Revenues; second, deposit to the Revenue Stabilization Subfund so long as funds from the Revenue

Stabilization Subfund have not been previously withdrawn, an amount that, together with the amount currently on deposit in the Revenue Stabilization Subfund, is equal to the current Revenue Stabilization Subfund Requirement; third, deposit to the Reserve Subfund, an amount that, together with the amount on deposit in the Reserve Subfund is equal to the Reserve Subfund Requirement; fourth, deposit to the Subordinate Indebtedness Subfund an amount that, together with funds then held to the credit of the Subordinate Indebtedness Subfund, equals the entire aggregate amount of Subordinate Indebtedness then due and payable prior to the next succeeding Deposit Day; fifth, pay any Trust Agreement Expenses or EDA Liabilities for which other funds are not available; sixth, deposit to the Rebate Subfund in respect of any Rebate Liability for which other funds are not available; seventh, deposit in the Revenue Stabilization Subfund, an amount to the extent of any deficiency on account of a withdrawal therefrom that, together with the amount currently on deposit in the Revenue Stabilization Subfund, is equal to the current Revenue Stabilization Subfund Requirement; and eighth, any amount remaining is to be deposited to the Residual Fund. The Residual Fund is not held in trust and is not pledged as security for the Series 2016 Bonds.

As set forth in the Project Agreement and Trust Agreement, money on deposit in the Residual Fund may be used, if necessary, to pay debt service on any outstanding Bonds or Parity Indebtedness; pay costs of the Phase I Dulles Rail Project; fund the Revenue Stabilization Subfund upon a deficiency thereon; purchase, redeem or defease outstanding Indebtedness; make required debt service payments on Subordinated Indebtedness; or be released to the District under applicable law.

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Set forth below is a chart setting forth generally the application of Special Tax Revenues collected by the County, subject to the more detailed description above.



Future Financings

[Additional Bonds.] Pursuant to the Trust Agreement upon the County's fulfillment in [FY 2014] of its requirement to provide MWAA \$400 million to fund the Phase I Dulles Rail Project and WMATA's acceptance of the Phase I Dulles Rail Project into the Metrorail system no more Additional Bonds may be issued under the Trust Agreement to fund the Phase I Dulles Rail Project.]

Refunding Bonds. The Authority may, upon the request of the County and the District, issue one or more series of refunding bonds (the "Refunding Bonds") under the Trust Agreement to refund any Indebtedness contingent upon satisfaction of the conditions set forth in the Trust Agreement providing for the issuance of such Refunding Bonds. Such Refunding Bonds will be issued pursuant to Supplemental Trust Agreements and will be equally and ratably secured with outstanding Bonds and Parity Indebtedness.

Subordinate Indebtedness. [Pursuant to the Trust Agreement upon the County's fulfillment in [FY 2014] of its requirement to provide MWAA \$400 million to fund the Phase I Dulles Rail Project and WMATA's acceptance of the Phase I Dulles Rail Project into the Metrorail system no Subordinate Indebtedness may be issued under the Trust Agreement to fund the Phase I Dulles Rail Project.]

Parity Indebtedness. [The Authority may, upon the request of the County and the District, incur one or more series of Parity Indebtedness under the Trust Agreement, in addition to Bonds and Subordinate Indebtedness, to refund Bonds or Parity Indebtedness. The incurrence of any such Parity Indebtedness is contingent upon a determination by the Trustee that the requirements required for the issuance of Refunding Bonds, have been met the same as if such Parity Indebtedness to be incurred were an additional Series of Bonds to be issued. Such Parity Indebtedness will be incurred pursuant to supplements to the Trust Agreement and will be equally and ratably secured with the Bonds outstanding as to their lien on the Debt Service Subfund and the Revenue Stabilization Subfund but will have no lien on the Reserve Subfund.]

Summary of Trust Agreement

For a more complete summary of the provisions of the Trust Agreement, including the funds and accounts established thereby, the investment of such funds, covenants and representations of the Authority, the priority of payments into and from such funds, events of defaults and remedies, the duties of the Trustee, amendments to the Trust Agreement and related agreements, and the satisfaction and discharge of the Trust Agreement, see **Appendix D - "SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT."**

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ANNUAL DEBT SERVICE PAYABLE ON OUTSTANDING BONDS

The following table shows, for each Fiscal Year (ending June 30), the principal and interest on the Authority's Series 2011 Bonds, Series 2012 Bonds and Series 2016 Bonds. On such Bonds, interest only is payable on October 1 of the calendar year preceding the Fiscal Year shown and principal and interest are payable on April 1 of the same calendar year as the indicated Fiscal Year.

<u>Fiscal Year Ending June 30</u>	<u>Debt Service on Series 2011 and Series 2012 Bonds*</u>	<u>Debt Service on Series 2016 Bonds</u>		<u>Total Debt Service</u>
		<u>Principal</u>	<u>Interest</u>	
2013	\$14,369,313	\$	\$	\$
2014	14,367,513			
2015	14,368,813			
2016	14,367,063			
2017	14,367,113			
2018	14,367,613			
2019	14,369,563			
2020	14,368,313			
2021	14,367,063			
2022	14,368,538			
2023	14,367,788			
2024	14,369,788			
2025	14,368,538			
2026	14,368,288			
2027	14,368,038			
2028	14,366,788			
2029	14,368,538			
2030	14,367,038			
2031	14,366,288			
2032	14,370,250			
2033	14,367,250			
2034	14,366,250			
2035	14,365,750			
2036	14,369,250			
2037	=			
Total	\$344,830,738			

* [Includes debt service on Refunding Candidates.]

LITIGATION

There is no litigation of any nature against the Authority pending or, to the best of the knowledge of the Authority, threatened against the Authority that would (a) restrain or enjoin the issuance, sale, execution or delivery of the Series 2016 Bonds, or the application of proceeds of the Series 2016 Bonds as provided in the Trust Agreement or the collection of revenues pledged under the Trust Agreement, (b) in any way contest or affect the issuance or validity of the Series 2016 Bonds or the validity of the Trust Agreement or the Project Agreement, or (c) in any way contest the creation, existence, powers or authority of the Authority.

There is no litigation pending against the County or, to the best of the knowledge of the County, threatened against the County that would (a) materially adversely affect the County's financial positions, (b) restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds, or the application of proceeds of the Series 2016 Bonds as provided in the Trust Agreement or the collection of revenues pledged under the Trust Agreement, (c) in any way contest or affect any authority for the issuance or validity of the Series 2016 Bonds or the validity of the Trust Agreement or the Project Agreement, or (d) in any way contest the creation, existence, powers or authority of the County.

There is no litigation pending against the District or, to the best of the knowledge of the District, threatened against the District that would (a) materially adversely affect the District's financial positions, (b) restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds, or the application of proceeds of the Series 2016 Bonds as provided in the Trust Agreement or the collection of revenues pledged under the Trust Agreement, (c) in any way contest or affect any authority for the issuance or validity of the Series 2016 Bonds or the validity of the Trust Agreement or the Project Agreement, or (d) in any way contest the creation, existence, powers or authority of the District.

VALIDATION

[The Bonds, the Trust Agreement and the Project Agreement were validated by a judgment rendered in favor of the Authority, the County and the District by the Circuit Court of Fairfax, Virginia, on August 28, 2009. In addition, the Circuit Court held that (i) the imposition of the Special Improvements Tax in the manner as set forth in District Act, and the levy, collection and expenditure of the Special Tax Revenues as permitted by the District Act comply with all relevant requirements of the Constitution of Virginia and (ii) the levy by the County of the Special Improvements Tax upon commercial and industrial property located in the District and collection of the Special Tax Revenues by the County are authorized by applicable Commonwealth law. Subsequent to the Final Order, two petitions of appeal were filed with the Supreme Court of Virginia, which affirmed the Final Order on November 4, 2010, and denied a petition for rehearing on January 21, 2011.

Virginia law provides that the judgment of the Circuit Court of Fairfax, Virginia, is now forever binding and conclusive as to the validity of the Bonds, the validity of the imposition Special Improvements Tax and the collection of the Special Tax Revenues, the validity of all pledges and revenues and of all covenants and provisions contained in the Trust Agreement, the legality of the proceedings taken in connection with the issuance of the Bonds, and all matters adjudicated and all objections presented or that might have been presented in the validation proceedings. Virginia law also provides that such judgment shall constitute a permanent injunction against the institution by any person of any action or proceeding contesting the validity of the Bonds or any other matter adjudicated or that might have been adjudicated or called into question in such hearings.]

CERTAIN INVESTMENT CONSIDERATIONS

The following is a summary of certain risk factors attendant to investment in the Series 2016 Bonds. In order to identify risk factors and make an informed investment decision, investors should review thoroughly all the information contained in this Official Statement.

Amount of Tax Levy and Risk of Non-Appropriation

The County is not obligated to levy the Special Improvements Tax, and the obligation of the County to provide the Special Tax Revenues to the Trustee is subject to appropriation of funds for that purpose. The likelihood that the Board of Supervisors will continue to levy the Special Improvements Tax and appropriate the Special Tax Revenues collected for purposes of providing the Trustee with the Special Tax Revenues in the amounts necessary for making debt service payments on the Series 2016 Bonds and for the other purposes set forth in the Trust Agreement during each fiscal year may depend on a number of factors, including, but not limited to (a) the continuing need of the County for the Phase I Dulles Rail Project, (b) political, economic and other factors affecting County government, (c) general fund revenues and expenditures, (d) economic conditions in the County including the commercial and industrial real estate market in the District, (e) the usefulness or value of the Phase I Dulles Rail Project and (f) the availability of alternatives to the Phase I Dulles Rail Project.

Further, there is no assurance that the amount of Special Tax Revenues collected and appropriated by the County will be sufficient to pay debt service on the Series 2016 Bonds in any particular year. The actual amount of Special Tax Revenues collected will depend upon a combination of factors, including, the assessed values of real property zoned commercial and industrial within the District (which may fluctuate), the ability of the County to collect the Special Tax Revenues, and the rate of the Special Improvements Tax actually levied by the Board of Supervisors (which rate is set at the discretion of the Board of Supervisors but may not exceed \$0.40 per \$100 of assessed value). To the extent Special Tax Revenues are insufficient to pay debt service on the Series 2016 Bonds in any particular year, the County has no legal or moral obligation to cure such deficiency from any other available funds. Only the Special Tax Revenues actually collected and appropriated in any particular year, together with any money then on deposit in the Reserve Subfund, the Revenue Stabilization Subfund or the Residual Fund, will be available to pay debt service on the Series 2016 Bonds.

CERTAIN LEGAL MATTERS

All legal matters incident to the authorization, issuance, sale and delivery of the Series 2016 Bonds are subject to the approval of Sidley Austin LLP, Washington, D.C., Bond Counsel, whose approving opinion in substantially the form attached hereto as Appendix E will be delivered with such Series 2016 Bonds. Certain legal matters will be passed upon for the Authority by its counsel, Thomas O. Lawson, P.L.C., Fairfax, Virginia, for the County and the District by David P. Bobzien, Esq., the Fairfax County Attorney, and for the Underwriters by _____.

TAX MATTERS [update]

Opinion of Bond Counsel

The Authority, the County and the District with their respective covenants to comply have covenanted to comply with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the exclusion from gross income of the interest on the Series 2016 Bonds for purposes of federal income taxation. In the opinion of Sidley Austin LLP, Bond Counsel, under current law and assuming continuing compliance by the County, the Authority and the District with such covenants and requirements of the Code regarding, among other matters, the use, expenditure and investment of Series 2016 Bond proceeds and the timely payment of certain investment earnings to the United States Treasury, interest on the Series 2016 Bonds will not be included in the gross income of the owners thereof for federal income tax purposes. Failure by the County, the Authority or the District to comply with such covenants and requirements may cause interest on the Series 2016 Bonds to be includable in the gross income of the owners thereof retroactive to the date of issue of the Series 2016 Bonds. No opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Series 2016 Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or in reliance upon the advice or opinion of counsel other than Bond Counsel.

Interest on the Series 2016 Bonds will not be an item of tax preference for purposes of the federal individual or corporate alternative minimum tax under the Code. Interest on the Series 2016 Bonds will, however, be included in the calculation of alternative minimum tax liability imposed on corporations by the Code. The Code contains other provisions (some of which are noted below) that could result in tax consequences, as to which no

opinion will be rendered by Bond Counsel, as a result of ownership of the Bonds or the inclusion in certain computations of interest that is excluded from gross income.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Under the Enabling Act, the income, including any profit made on the sale thereof, from the Series 2016 Bonds shall be exempt from all taxation by the Commonwealth or any political subdivision thereof.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the Series 2016 Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the Series 2016 Bonds with original issue discount (a “Discount Bond”) will be excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2016 Bonds. In general, the issue price of a maturity of the Series 2016 Bonds is the first price at which a substantial amount of Series 2016 Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers) and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser’s adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond which is a corporation will be included in the calculation of the corporation’s federal alternative minimum tax liability. In addition, original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability, additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such Series 2016 Bonds is sold to the public may be determined according to rules that differ from those described above. Owners of Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bonds and with respect to state and local tax consequences of owning and disposing of such Discount Bonds.

Bond Premium

The excess, if any, of the tax basis of Series 2016 Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Series 2016 Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is “Bond Premium.” Bond Premium is amortized over the term of such Series 2016 Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). Owners of such Series 2016 Bonds are required to decrease their adjusted basis in such Series 2016 Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Series 2016 Bonds are held. The amortizable bond premium on such Series 2016 Bonds attributable to a taxable year is not deductible for federal income tax purposes; however Bond Premium on such Series 2016 Bonds is treated as an offset to qualified stated interest received on such Series 2016 Bonds. Owners of such Series 2016 Bonds should consult their tax advisors with

respect to the determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Series 2016 Bonds and with respect to state and local income tax consequences of owning and disposing of such Series 2016 Bonds.

Backup Withholding

Interest paid on the Series 2016 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not by itself, affect the excludability of interest on the Series 2016 Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Series 2016 Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not “exempt recipients,” and (ii) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner’s federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under the Authority Act, the income on the Series 2016 Bonds, including any profit made on the sale thereof, is exempt from all taxation by the Commonwealth or any political subdivision thereof.

The Code contains other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the Series 2016 Bonds or the inclusion in certain computations of interest on the Series 2016 Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE SERIES 2016 BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Series 2016 Bonds to be subject, directly or indirectly, to federal income taxation or to state or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Series 2016 Bonds. Prospective purchasers of the Series 2016 Bonds should consult their tax advisors regarding any future, pending or proposed federal or state tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

For example, various proposals have been made in Congress and by the President (the “Proposed Legislation”) which, if enacted, would subject interest on bonds that is otherwise excludable from gross income for federal income tax purposes, including interest on the Series 2016 Bonds, to a tax payable by certain bondholders with adjusted gross income in excess of thresholds specified in the Proposed Legislation. It is unclear if the Proposed Legislation will be enacted, whether in its current or an amended form, or if other legislation that would subject interest on the Series 2016 Bonds to a tax or cause interest on the Series 2016 Bonds to be included in the computation of a tax, will be introduced or enacted. Prospective purchasers should consult their tax advisors as to

the effect of the Proposed Legislation, if enacted, in its current form or as it may be amended, or such other legislation on their individual situations.

UNDERWRITING

The Series 2016 Bonds are being purchased for reoffering by _____, as representative of the underwriters (the “Underwriters”) at a purchase price of \$_____ (which reflects the par amount of the Series 2016 Bonds less \$_____ Underwriters’ discount and [plus/less] \$_____ net original issue premium/discount). The Underwriters intend to offer the Series 2016 Bonds to the public at the offering prices set forth on the inside cover page of this Official Statement. The Underwriters may allow concessions to certain dealers (including dealers in a selling group and the Underwriters and other dealers depositing Series 2016 Bonds into investments trusts), which may reallocate concessions to other dealers. After the initial public offering, the public offering price may be varied from time to time by the Underwriters.

CONTINUING DISCLOSURE

The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Series 2016 Bonds, and the Authority will not provide any such information. The County has undertaken all responsibilities for continuing disclosure for the benefit of the Owners, and the Authority shall have no liability to the Owners or any other person with respect to such disclosures.

The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”). In general, the Rule prohibits an underwriter from purchasing or selling municipal securities such as the Series 2016 Bonds, unless it has determined that the issuer of such securities or other persons deemed to be material “obligated persons” have committed to provide to The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data (“Annual Reports”), and, if available, audited financial statements, and (ii) notice of various events described in the Rule (“Event Notices”).

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix E), to be dated the date of delivery of the Series 2016 Bonds, for the benefit of the holders of the Series 2016 Bonds, to provide Annual Reports to EMMA, annually, not later than March 31 of each year, commencing March 31, 2017. Similarly, the County will provide Event Notices with respect to the Series 2016 Bonds to EMMA.

In accordance with continuing disclosure undertakings (the “Sewer Undertakings”) relating to the County’s sewer revenue bonds, the County agreed to provide and file certain annual financial and statistical information (“Sewer System Annual Disclosure Reports”) relating to the County’s sanitary sewer system (the “System”) as well as the County’s audited financial statements for the System (“Sewer System Annual Financial Statements”). For the Fiscal Years ended June 30, 2009 and June 30, 2010, the County prepared and filed the Sewer System Annual Disclosure Reports for each year. Such filings, however, inadvertently did not include the prepared Sewer System Annual Financial Statements (the “2009 and 2010 Sewer System Annual Financial Statements”) required to be included in such filings pursuant to the terms of the Continuing Disclosure Undertakings, although the 2009 and 2010 Sewer System Annual Financial Statements were timely posted to the County’s website. As of June 5, 2014, the County has filed the 2009 and 2010 Sewer System Annual Financial Statements. In addition, as a condition to the issuance of various series of revenue bonds (“UOSA Bonds”) issued by the Upper Occoquan Service Authority for the benefit of the County and other jurisdictions, the County has agreed pursuant to continuing disclosure undertakings (the “UOSA Undertakings”) to provide and file the Sewer System Annual Disclosure Reports and Sewer System Annual Financial Statements. The 2009 and 2010 Sewer System Annual Financial Statements were filed pursuant to the UOSA Undertakings but not in a timely manner and other filings were complete and timely but were not correctly cross-referenced to the UOSA Bonds. The County has implemented procedures to ensure the inclusion of necessary information in a timely manner in future filings required by the Sewer Undertakings and the UOSA Undertakings.

Pursuant to several continuing disclosure undertakings entered into relating to the Fairfax County Economic Development Authority’s Transportation Contract Revenue Bonds (Route 28 Project), the County provided all required information, except that it inadvertently did not include in its annual information required

under such undertakings a description of the twenty largest owners of real property by assessed value in the State Route 28 Highway Transportation Improvement District. The County has implemented procedures to ensure the inclusion of such information in future filings.

It should be noted, however, that while the County has timely filed each annual financial report required by its continuing disclosure undertakings (except as described under this caption), the filings with respect to certain bond issues were not cross-referenced to such bonds. Although such cross-references are not specifically required by the undertakings, the County has implemented procedures to ensure such cross-references in future filings.

Except as described under this caption, the County is currently in compliance with all of its previous undertakings with regard to Rule 15c-2-12.

Any failure by the County to perform its obligations under the Continuing Disclosure Agreement will not constitute an Event of Default under the Trust Agreement or the Series 2016 Bonds; rather, the right to enforce the provisions of the Continuing Disclosure Agreement is limited to the right to compel performance. The Underwriters' obligations to purchase the Series 2016 Bonds shall be conditioned upon receipt, at or prior to the delivery of the Series 2016 Bonds, of an executed copy of the Continuing Disclosure Agreement.

RATINGS

Fitch, Inc. ("Fitch"), Moody's Investors Service ("Moody's"), and Standard & Poor's Rating Services, a division of McGraw Hill Corporation Inc. ("S&P"), have assigned to the Series 2016 Bonds ratings of "___," "___" and "___", respectively. An explanation of the significance of each rating may be obtained from the appropriate rating agency.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The County, the District and the Authority have furnished information to the rating agencies, including information not contained in this Official Statement. There is no assurance that a rating on the Series 2016 Bonds will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency if in its judgment circumstances so warrant. Any downward revision or withdrawal of any such rating could have an adverse effect on the market price of the Series 2016 Bonds. Such ratings should not be taken as a recommendation to buy, sell or hold the Series 2016 Bonds.

MISCELLANEOUS

Financial Advisor

Public Financial Management, Inc., Arlington, Virginia, is serving as financial advisor to the County (the "Financial Advisor") in connection with the issuance of the Series 2016 Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement. The Financial Advisor is a financial advisory, investment management and consulting organization and is not engaged in the business of underwriting municipal securities.

Certain Relationships

[Sidley Austin LLP is serving as bond counsel and has represented the Underwriters and the Trustee on certain matters unrelated to the Series 2016 Bonds. _____ is serving as counsel to the Underwriters and represents or has represented the Trustee on certain matters unrelated to the Series 2016 Bonds. – **discuss if needed**]

Official Statement Certification

This Official Statement includes brief summaries of certain provisions of the Trust Agreement, the Project Agreement, the Series 2016 Bonds and other materials. Such summaries do not purport to be complete and for full and complete statements of such provisions, reference is made to such instruments, documents and other materials, copies of which may be obtained from the Trustee.

Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are set forth as such and not as representation of fact.

The distribution of this Preliminary Official Statement has been duly authorized by the Authority's Board of Commissioners. The Authority deems this Preliminary Official Statement final as of its date within the meaning of the Rule except for the omission of certain pricing and other information permitted to be omitted by the Rule.

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT
AUTHORITY**

Chairman

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BOND PURCHASE AGREEMENT

\$ _____
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
TRANSPORTATION DISTRICT IMPROVEMENT REVENUE REFUNDING BONDS
(SILVER LINE PHASE I PROJECT)
SERIES 2016

_____, 2016

Fairfax County Economic Development Authority
 8300 Boone Boulevard, Suite 450
 Vienna, Virginia 22182

The undersigned, _____, as representative of the underwriters (collectively, the “Underwriters”), hereby agrees to purchase the above-captioned bonds (the “Series 2016 Bonds”) from the Fairfax County Economic Development Authority (the “Authority”) pursuant to the terms and conditions of this Bond Purchase Agreement (this “Agreement”).

The Series 2016 Bonds are to be authorized and issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the “Commonwealth”), including Chapter 643 of the 1964 Acts of the General Assembly of Virginia, as amended (the “Enabling Act”), and a resolution duly adopted by the Authority on February 16, 2016 (the “Resolution”).

This offer is made subject to (i) the acceptance hereof by the Authority and the approval hereof by Fairfax County, Virginia (the “County”), evidenced by each party’s execution and delivery (manually or by facsimile or electronic (PDF) transmission) of this Agreement (or the signature page) to the Underwriters or their counsel, at or prior to 5:00 p.m., Eastern Time, today, and (ii) receipt by the Underwriters at or prior to 5:00 p.m., Eastern Time, today, of the Letter of Representation of the County (the “Letter of Representation”) substantially in the form attached hereto as Exhibit B, which must be duly executed and delivered by an authorized official of the County, evidenced as in the case of the execution and delivery of the Agreement. If not so accepted, this offer shall expire upon written notice sent by the Underwriters to the Authority or the County at any time prior to acceptance.

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Preliminary Official Statement (as defined herein).

Section 1. Offer and Sale of Series 2016 Bonds; Good Faith Deposit

(a) On the basis of the representations, warranties, covenants and agreements contained in this Agreement (including the Letter of Representation), and in the other agreements referred to herein, and subject to the terms and conditions described in this Agreement, the Underwriters agree to purchase all the Series 2016 Bonds for the sum of \$ _____, representing the par amount of the Series 2016 Bonds (\$ _____), plus original issue premium of \$ _____, less an underwriting discount of \$ _____.

The Series 2016 Bonds shall be dated their date of issuance and shall be payable as to principal and interest in years and amounts and at rates as shown on Exhibit A.

(b) The Underwriters acknowledge that neither the County nor the Authority has authorized or consented to any of the following:

(i) the sale of the Series 2016 Bonds to any purchaser in connection with the initial public offering of the Series 2016 Bonds unless a copy of the Official Statement (as defined herein) is delivered to such purchaser not later than the settlement of such transaction;

(ii) the offer or sale of Series 2016 Bonds in any jurisdiction where any such offer or sale would be in violation of such jurisdiction's securities or "Blue Sky" laws;

(iii) making any representations or providing any information to prospective purchasers of the Series 2016 Bonds in connection with the public offering and sale of the Series 2016 Bonds other than the information set forth in the Preliminary Official Statement (as defined herein), the Official Statement and any amendment thereto approved in writing by the County and the Authority; or

(iv) any actions in connection with the offering and sale of the Series 2016 Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board or the Financial Industry Regulatory Authority. The Underwriters agree that in its offering of the Series 2016 Bonds it will comply with the applicable rules of the Municipal Securities Rulemaking Board.

(c) On the date hereof, the sum of \$_____ being payment in good faith on account of the purchase price of the Series 2016 Bonds (the "Good Faith Deposit"), shall be delivered by wire transfer from the Underwriters to the account identified by the Authority. The Good Faith Deposit represents approximately 1% of the aggregate principal amount of the Series 2016 Bonds provided in the Preliminary Official Statement (defined herein). In the event the Authority does not accept this offer, such Good Faith Deposit shall be immediately returned to the Underwriters by wire transfer to the account designated by the Underwriters. In the event that the Underwriters fail (other than for a reason permitted herein) to accept and pay for the Series 2016 Bonds on the Closing Date (as defined herein) as herein provided, the amount of such Good Faith Deposit plus any interest earned thereon shall be retained by the Authority as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the Authority and the County against the Underwriters arising out of the transactions contemplated hereby. In the event of the Authority's failure to tender delivery of the Series 2016 Bonds on the Closing Date, or if the Authority or the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (unless such conditions are waived by the Underwriter), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the Authority shall immediately return to the Underwriters the Good Faith Deposit, plus any interest earned by the Authority on said sum from the date hereof to the date of return of the Good Faith Deposit, by wire transfer of immediately available funds.

Section 2. Official Statement

The Authority hereby deems the Preliminary Official Statement, dated _____, 2016, relating to the Series 2016 Bonds (the "Preliminary Official Statement") to be final as of its date within the meaning of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), except for the omission of pricing and other information allowed to be omitted pursuant to Rule 15c2-12. The Authority will take all proper steps to complete the Preliminary Official Statement as an Official Statement in final form, including the completion of all information required pursuant to Rule 15c2-12 (the "Official Statement"). The execution of the Official Statement in final form by the Authority's Chairman or Vice Chairman shall be conclusive evidence that the Authority has deemed it final as of its date. The Authority shall arrange for the delivery within seven business days of today of a reasonable number of printed copies of the Official Statement in final form (which need not be manually executed) to

the Underwriters for delivery to each potential investor requesting a copy of the Official Statement and to each purchaser to which the Underwriters initially sells Series 2016 Bonds.

The Underwriters represents that a copy of the Official Statement will be deposited before the “end of the underwriting period” (as defined herein) with the Municipal Securities Rulemaking Board.

Section 3. Authority’s Representations, Warranties, Covenants and Agreements

The Authority hereby represents, warrants, covenants and agrees as follows:

(a) The Authority is, and will be at the Closing Time (as defined herein), (i) a political subdivision of the Commonwealth of Virginia created by the Enabling Act and (ii) authorized to adopt the Resolution and to perform its obligations under the Series 2016 Bonds, the Trust Agreement dated as of May 1, 2011, and Third Supplemental Trust Agreement, dated as of _____, 2016, each between the Authority and The Bank of New York Mellon Trust Company, N.A., as Trustee (collectively, the “Trust Agreement”), the Project Agreement, dated as of May 1, 2011, by and among the Authority, the County and the Phase I Dulles Rail Transportation Improvement District (the “District”) (the “Project Agreement”) and this Agreement (collectively, the “Documents”).

(b) The Authority has complied with all provisions of the Commonwealth’s constitution and laws pertaining to the Authority’s issuing, adopting or entering into the Documents and has full power and authority to consummate all transactions contemplated by the Documents and the Official Statement and any and all other agreements relating thereto to which the Authority is a party.

(c) At the time of the Authority’s acceptance of this Agreement and (unless an event occurs of the nature described in Section 3(h) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement (except for the information contained under the headings “**THE COUNTY,**” “**THE DISTRICT,**” “**THE SERIES 2016 BONDS – Book-Entry Only System**” and “**TAX MATTERS**” and Appendices A and B) and in any amendment or supplement thereto that the Authority may authorize for use with respect to the Series 2016 Bonds is and will be true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 3(h) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section 3(h)) at all times subsequent thereto up to and including the Closing Time, the Authority shall take all steps necessary to ensure that the Official Statement (under the headings “**THE COUNTY,**” “**THE SERIES 2016 BONDS – Book-Entry Only System**” and “**TAX MATTERS**” and Appendices A and B) as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The Authority has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official Statement; (ii) the adoption or the execution, delivery and due performance of the Documents and any and all such other agreements and documents as may be required to be executed and delivered by the Authority in order to carry out, give effect to and consummate the transactions contemplated by the Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the Documents and the Official Statement. Upon the Closing Date, the Authority shall have duly adopted or authorized, executed and delivered each Document and the Official Statement.

(e) Except as and to the extent described in the Preliminary Official Statement and the Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or, to the Authority's knowledge, threatened against or affecting the Authority or any Authority officer or employee in an official capacity (or, to the Authority's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated or described herein or in the Official Statement, or the validity of the Documents or of any other agreement or instrument to which the Authority is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, or (ii) the condition of the Authority, financial or otherwise.

(f) The Authority's adoption or execution and delivery of the Documents and other agreements contemplated by the Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the Authority's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any contract, agreement, loan or other instrument to which the Authority is subject or by which the Authority is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the Documents.

(g) The Authority will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2016 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution or which would cause the interest on the Series 2016 Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the Official Statement, as then supplemented or amended (except for the information related to book-entry only), to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters and the County. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time (as defined herein) and (ii) the time the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Series 2016 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the Authority in writing prior to the Closing Date, the Authority may assume that the end of the underwriting period is the Closing Time.

(i) The Authority is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the Series 2016 Bonds, the Documents or the Official Statement, or the Authority's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offers or sales of the Series 2016 Bonds).

(j) Any certificate signed by any Authority officer and delivered to the Underwriters shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(k) The Authority agrees to take all reasonable steps as requested to cooperate with the Underwriters and its counsel in order to qualify the Series 2016 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request, provided that

the Authority need not consent to jurisdiction or service of process in any jurisdiction other than the Commonwealth.

(l) The Authority has never defaulted in the payment of the principal of or interest on any indebtedness, has not exercised any rights of nonappropriation or similar rights. No proceedings have ever been taken, are being taken, or are contemplated by the Authority under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(m) Other than as described in the Official Statement, the Authority has not entered into any contract or arrangement of any kind that might give rise to any lien or encumbrance on the payments to be received by the Authority from the County pursuant to the Project Agreement.

Section 4. Delivery of Series 2016 Bonds

The Series 2016 Bonds shall be delivered to the order of the Underwriters through The Depository Trust Company in New York, New York, by 12:00 noon, Eastern Time, on _____, 2016, or such other place, time or date as shall be mutually agreed on in writing by the Authority and the Underwriters. Simultaneously, the Underwriters shall make the payment required pursuant to Section 1 above, in immediately available funds, to the County or at its direction. In this Agreement, the date of such delivery and payment is called the "Closing Date," and the time and date of such delivery and payment is called the "Closing Time."

The Series 2016 Bonds shall be delivered in fully registered form, in the form of one Series 2016 Bond for each maturity, bearing CUSIP numbers (provided neither the inclusion of a wrong CUSIP number on any Series 2016 Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Series 2016 Bond).

Section 5. Conditions to Underwriters' Obligations

The Underwriters' obligation hereunder is subject to the following conditions:

(a) The Documents, the County Documents (as defined in the Letter of Representation) and the Official Statement shall have been duly authorized or adopted and, if applicable, executed and delivered in the forms heretofore approved by the Underwriters with only such changes as are mutually agreed on by the Authority or the County, as applicable, and the Underwriters.

(b) The performance by the Authority of its obligations and adherence to its covenants hereunder and the performance by the County of its obligations and adherence to its covenants under the Letter of Representation, to have been performed at or prior to the Closing Time.

(c) The representations and warranties contained in this Agreement by the Authority, and the representations and warranties contained in the Letter of Representation by the County, are true, complete and correct today and as of the Closing Time as if made at the Closing Time.

(d) There is no material change in the County's, District's or the Authority's condition (financial or otherwise) between the most recent dates as to which information is given in the Official Statement and the Closing Time, other than as reflected in or contemplated by the Official Statement, and there are at the Closing Time no material transactions or obligations (not in the ordinary course of business) entered into by the Authority or the County after the date of the Official Statement, other than as reflected in or contemplated by the Official Statement.

(e) All necessary approvals, whether legal or administrative, have been obtained from such federal, state and local entities or agencies as are appropriate and are required in connection with the financing.

(f) At the Closing Time, the Underwriters must receive:

(i) Opinions dated the Closing Date of (A) Sidley Austin LLP, Bond Counsel, in substantially the form of Appendix E to the Official Statement, and (B) _____, counsel to the Underwriters, in form and substance acceptable to the Underwriters.

(ii) An opinion of David P. Bobzien, Esq., County Attorney, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the County is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the County Resolution (as defined herein) was duly adopted by the Board of Supervisors of the County and is in full force and effect, (C) the County has all the necessary power and authority (1) to execute and deliver, if applicable, the County Documents and (2) to consummate all of the actions contemplated by the County Documents, (D) the County Documents have been duly authorized and, if applicable, executed and delivered by the County and constitute valid and legally binding obligations of the County, enforceable (subject to customary exceptions) against the County in accordance with their terms, (E) no further approval, consent or withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the County to execute and deliver and perform its obligations under the County Documents, (F) the adoption by the Board of Supervisors of the County Resolution and the execution and delivery by the County of the other County Documents and the consummation by the County of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents, and (G) there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the County or any of their officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds or the application of proceeds of the Series 2016 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the County of the transactions contemplated by the County Documents and the Official Statement or the validity or enforceability of the Series 2016 Bonds or the County Documents.

(iii) An opinion of the Office of the County Attorney dated the Closing Date and addressed to the Underwriters to the effect that (A) the District is a local transportation district within the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the resolutions adopted by the District Commission of the District on [June 22, 2009 and _____, 2016], relating to the issuance of bonds and the Project Agreement among other items, were duly adopted by the District Commission of the District and is in full force and effect, (B) the District has all the necessary power and authority (1) to execute and deliver the Project Agreement and (2) to consummate all of the actions contemplated by the Project Agreement, (C) the Project Agreement has been duly authorized executed and delivered by the District and constitutes a valid and legally binding obligation of the District, enforceable (subject to customary exceptions) against the District in accordance with its terms, (D) no further approval, consent or withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the District to execute and deliver and perform its obligations under the Project Agreement, (E) the execution and delivery by the District of the Project Agreement and the consummation by the District of the transactions contemplated thereby are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment,

decree, order or other requirement applicable to the District, any ordinance or resolution of the District, or any material contract, indenture or agreement to which the District is a party or by which the District is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the District's revenues, assets, properties or funds except as contemplated in the Project Agreement, and (F) there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the District or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds or the application of proceeds of the Series 2016 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the District of the transactions contemplated by the Project Agreement and the Official Statement or the validity or enforceability of the Series 2016 Bonds or the Project Agreement.

(iv) An opinion of Thomas O. Lawson, Esq., PLC, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the Authority is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the Resolution was duly adopted by the Authority and are in full force and effect, (C) the Authority has all necessary power and authority (1) to execute and deliver, if applicable, the Documents and (2) to consummate all of the actions contemplated by the Documents, (D) the Documents have been duly authorized and, if applicable, executed and delivered by the Authority and constitute valid and legally binding obligations of the Authority, enforceable (subject to customary exceptions) against the Authority in accordance with their terms, (E) no further approval, consent or withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the Authority to execute and deliver and perform its obligations under the Documents, (F) the adoption by the Authority of the Resolution and the execution and delivery by the Authority of the other Documents and the consummation by the Authority of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the Authority, any ordinance or resolution of the Authority, or any material contract, indenture or agreement to which the Authority is a party or by which the Authority is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the Authority's revenues, assets, properties or funds except as contemplated in the Documents, and (G) there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the Authority or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds or the application of proceeds of the Series 2016 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the Authority of the transactions contemplated by the Documents and the Official Statement or the validity or enforceability of the Documents.

(v) A supplemental opinion of Bond Counsel, dated the Closing Date and in form and substance acceptable to the Underwriters to the effect that

[(A) the information contained in those portions of the Official Statement entitled **"ESTIMATED SOURCES AND USES OF FUNDS," "THE SERIES 2016 BONDS, (excluding Book-Entry Only System)" "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2016 BONDS," "VALIDATION," "CERTAIN LEGAL MATTERS," "TAX MATTERS" and "CONTINUING DISCLOSURE," and Appendices C, D and E,**] insofar as such information summarizes provisions of the Documents or the County Documents or is a description of opinions rendered by Bond Counsel, is a fair and accurate summary of the information purported to be summarized.

(B) the Series 2016 Bonds do not require registration under the Securities Act of 1933, as amended (the “Securities Act”); and

(C) the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), does not require the qualification of the Resolution and Trust Agreement thereunder.

(D) this Bond Purchase Agreement has been duly authorized, executed and delivered and constitutes a valid and legal obligation of the Authority.

(vi) A certificate signed by the Authority’s Chairman or Vice Chairman, dated the Closing Date and in form and substance acceptable to the Underwriters, stating that (A) such officer has reviewed the Preliminary Official Statement and the Official Statement and that, as of the dates of such documents and as of the Closing Date, such documents do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in such documents, in the light of the circumstances under which they were made, not misleading, and (B) such officer has reviewed the Authority’s covenants, agreements, representations and warranties hereunder, and further confirming the Authority’s compliance with such covenants and agreements and the accuracy of such representations and warranties.

(vii) Evidence satisfactory to the Underwriters that the Series 2016 Bonds have received a rating of “___” from Fitch, Inc., “___” from Moody’s Investors Service, Inc., and “___” Standard & Poor’s Rating Services, a division of The McGraw Hill Companies (“S&P”) and that each such rating is in effect at the Closing Time.

(viii) Certified copies of all relevant proceedings of the Board of Commissioners of the Authority, the Board of Supervisors of the County and the District Commission of the District.

(ix) Original executed or certified copies of the Documents and the County Documents.

(x) Evidence satisfactory to the Underwriters that the Authority’s issuance of the Series 2016 Bonds has received the County’s required approval and that such approval remains in effect.

(xi) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Authority’s Chairman or Vice Chairman to the effect that (1) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, excluding the information under the captions **“THE COUNTY,” “THE DISTRICT,” “THE SERIES 2016 BONDS – Book-Entry Only System”** and **“TAX MATTERS”** and Appendices A and B (the “Authority Information”), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) no litigation is pending against the Authority or, to the knowledge of such officer, pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the Authority or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2016 Bonds, or materially and adversely affecting the right of the Authority to collect revenues and other moneys pledged or to pledged to pay the principal of and interest on the Series 2016 Bonds, or the pledge thereof, or in any way materially and adversely contesting or affecting the validity or enforceability of the Documents or this Agreement, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the Authority or its authority with respect to the Documents or this Agreement; (4) to the best of the knowledge of such officer, no event materially and adversely affecting the Authority or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the Authority, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the

Official Statement shall have been amended or supplemented to set forth such event); (5) the Authority has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the Authority by the Official Statement; and (6) the Authority has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xii) Signed copies of a certificate or certificates, dated the Closing Date, signed by the County Executive to the effect that (1) the representations and warranties of the County contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, excluding the Authority Information and Appendices C, D and E (the "County Information"), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) no litigation is pending against the County or, to the knowledge of such officer pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the County or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2016 Bonds, or materially and adversely affecting the ability of the County to make payments under the Project Agreement, or in any way materially and adversely contesting or affecting the validity or enforceability of the Series 2016 Bonds, the resolution duly adopted by the Fairfax County Board of Supervisors on February 16, 2016 (the "County Resolution"), this Agreement or the Letter of Representation, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the County or its authority with respect to the County Documents or the Letter of Representation; (4) to the best of the knowledge of such officer, no event materially and adversely affecting the County or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the County, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event); (5) the County has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the County by the Official Statement; and (6) the County has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xiii) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Chairman or Vice Chairman of the District Commission to the effect that (1) to the best of the knowledge of such officer, the information in the Official Statement, under the heading "**THE DISTRICT**," does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (2) no litigation is pending against the District or, to the knowledge of such officer pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the District or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2016 Bonds, or in any way materially and adversely contesting or affecting the validity or enforceability of the Series 2016 Bonds, the resolutions duly adopted by the District Commission on [June 22, 2009 and _____, 2016], or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the District or its authority with respect to the Project Agreement; (3) to the best of the knowledge of such officer, no event materially and adversely affecting the District or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the District, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event); (5) the District has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the District by the Official Statement; and (6) the District has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xiv) Such additional certificates and other documents in such form and substance as the Underwriters, their counsel or Bond Counsel may request to evidence performance of or compliance with the provisions of the Documents or the Official Statement and the transactions contemplated hereby and thereby, the truth and accuracy as of the Closing Time of the Authority's and the County's representations herein and in the Official Statement, and the Authority's and the County's due performance at or prior to the Closing Time of all agreements then to be performed by the Authority or the County, as applicable.

The delivery of the above documents shall be made on the Closing Date, at or prior to the Closing Time, at Sidley Austin LLP's Washington D.C. office, or at such other place as the Authority and the Underwriters may hereafter determine.

The Authority and the County shall exercise their reasonable best efforts to fulfill such of the foregoing conditions as may be under their control or direction. In no event shall the failure of any such condition to be met constitute a default on the part of any party (except any party who had such condition under its control or direction). The provisions of Section 1(c) shall apply whether or not the failure of any such condition to be met constitutes a default on the part of any party.

Section 6. Underwriters' Right to Cancel

The Underwriters have the right to cancel its obligations hereunder by notifying the Authority or the County in writing of its election to do so between today and the Closing Time, if at any time before the Closing Time:

(a) legislation shall have been enacted by the Congress of the United States, or a decision shall have been rendered by a court of the United States or the Commonwealth, or a ruling, resolution, regulation, or temporary regulation, release, or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or Commonwealth authority, with respect to federal or Commonwealth taxation upon revenues or other income of the general character of that to be derived by the Authority or the County from its operations, or upon interest received on obligations of the general character of the Series 2016 Bonds that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2016 Bonds, or the market price generally of obligations of the general character of the Series 2016 Bonds; or

(b) there shall exist any event or circumstance that in the Underwriters' reasonable judgment either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading in any material respect; or

(c) there shall have occurred (a) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs, or (b) the occurrence of any other calamity or crisis or any change in the financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (a) or (b), in the judgment of the Underwriters, materially adversely affects the market for the Series 2016 Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by an order of the United States Securities and Exchange Commission (the "SEC") or any other governmental authority having jurisdiction that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2016 Bonds; or

(e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2016 Bonds; or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Series 2016 Bonds or any comparable securities of the Authority, or any obligations of the general character of the Series 2016 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act, or otherwise, or would be in violation of any provision of the federal securities laws or that the Trust Agreement is not exempt from the qualification requirements of the Trust Indenture Act; or

(g) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, the Underwriters established by the New York Stock Exchange, the SEC, any other federal or state agency or the Congress of the United States, or by Executive Order; or

(h) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Series 2016 Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any Documents, County Documents or other documents relating to the issuance, offering or sale of the Series 2016 Bonds, is or would be in violation of any provision of the federal securities laws; or

(i) there shall have been any material adverse change in the affairs of the Authority or the County that in the Underwriters' reasonable judgment will materially adversely affect the market for the Series 2016 Bonds; or

(j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Authority, the County or the Commonwealth (which, in the case of a financial crisis or default of the Commonwealth, causes a material adverse change in the affairs of the Authority or the County) or proceedings under the bankruptcy laws of the United States or of the Commonwealth shall have been instituted by the Authority, the County or the Commonwealth (which, in the case of a bankruptcy proceeding with respect to the Commonwealth, causes a material adverse change in the affairs of the Authority or the County), in either case the effect of which, in the reasonable judgment of the Underwriters, is such as to materially and adversely affect the market price or the marketability of the Series 2016 Bonds; or

(k) any downgrading (including being placed on "Credit watch" or "negative watch") or withdrawal of a rating of the Series 2016 Bonds by a nationally recognized rating service, which downgrading, suspension or withdrawal, in the reasonable judgment of the Underwriter, materially adversely affects the marketability of the Series 2016 Bonds.

Section 7. Representations, Warranties, Covenants and Agreements to Survive Delivery

All of the Authority's representations, warranties, covenants and agreements in this Agreement shall remain operative and in effect, regardless of any investigation made by the Underwriter on its own behalf, after delivery of and payment for any Series 2016 Bonds or of termination or cancellation of this Agreement.

Section 8. Expenses

The Authority acknowledges that the underwriting fee provided for in Section 1 represents compensation and reimbursement to the Underwriters for its professional services and direct expenses (for such items as travel and postage); provided, however, that nothing in this acknowledgement shall be deemed to make the Underwriters an agent of the Authority.

The Underwriters shall pay its out-of-pocket expenses, including the fees and expenses of Underwriter's counsel (including the cost of performing any blue sky and legal investment surveys), including advertising expenses in connection with a public offering of the Series 2016 Bonds, fees of the CUSIP Bureau and any fees of the Municipal Securities Rulemaking Board or the Securities Industry and Financial Markets Association.

The County shall pay, from District funds on hand and proceeds of the Series 2016 Bonds], all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the Series 2016 Bonds, including, without limitation, the County's and Authority's fees and expenses (at or prior to closing), the incidental expenses of the employees of the Authority and the County incurred in connection with this financing, the fees and expenses of Bond Counsel, rating agency fees and expenses, the fees and expenses of the bond registrar and paying agent, any registration or similar fees for qualifying the Series 2016 Bonds for sale in various jurisdictions chosen by the Underwriters and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2016 Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

Section 9. Use of Official Statement

The Authority hereby ratifies and confirms the use of the Preliminary Official Statement by the Underwriters. The Authority authorizes the use of, and will make available, the Official Statement for use by the Underwriters in connection with the offer and sale of the Series 2016 Bonds.

Section 10. Miscellaneous

(a) Any notice or other communication to be given hereunder may be given by mailing or delivering the same in writing as follows:

If to the Underwriters:

If to the Authority:

Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182
Attention: Executive Director

With a copy thereof sent to:
Thomas O. Lawson, Esq.
Lawson & Silek, PLC
10810 Main Street, Suite 200
Fairfax, Virginia 22030

If to the County:

Fairfax County

12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Attention: Department of Management and Budget

(b) The Authority represents and warrants that there are no fees payable by it or on its behalf, other than as described in this Agreement, to any person or party for brokering or arranging (or providing any similar services related to) the transactions contemplated by this Agreement.

(c) This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles.

(d) This Agreement may be executed in several counterparts (including separate counterparts), each of which shall be regarded as an original and all of which shall constitute one and the same document.

(e) This Agreement will inure to the benefit of and be binding on the Authority, the Underwriters and the County and their respective successors and assigns, but will not confer any rights on any other person, partnership, association or corporation other than persons, if any, controlling the Authority and the Underwriters within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended. The terms “successors” and “assigns” shall not include any purchaser of any Series 2016 Bond from the Underwriters merely because of such purchase.

(f) No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the Authority or the County in such person’s individual capacity, and no officer, member, employee or agent of the Authority or the County shall be liable personally for the performance of any obligation under this Agreement. No recourse shall be had by the Underwriters for any claim based on this Agreement or otherwise against any officer, member, employee or agent of the Authority or the County in his or her individual capacity, provided such person acts in good faith, all such liabilities, if any, being hereby expressly waived and released by the Underwriters.

(g) The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2016 Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the Authority and the Underwriters, (ii) in connection with such transaction, the Underwriters are acting solely as a principal and not as an agent or a fiduciary of the Authority, (iii) the Underwriters have not assumed (individually or collectively) a fiduciary responsibility in favor of the Authority with respect to the offering of the Series 2016 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of any Underwriters, have advised or is currently advising the Authority on other matters) or any other obligation to the Authority except the obligations expressly set forth in this Agreement, (iv) the Authority has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2016 Bonds and (v) the Underwriters have financial and other interests that differ from those of the County and the Authority.

(h) Section headings in this Agreement are a matter of convenience of reference only, and such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement. Terms of any gender used herein shall include the masculine, feminine and neuter.

(i) Notwithstanding any provision herein to the contrary, the Underwriters, in its sole discretion, may waive the performance of any and all obligations of the Authority hereunder and the performance of any and all conditions contained herein for the Underwriters’ benefit, and the Underwriters’ approval when required hereunder or the determination of its satisfaction as to any document referred to herein shall be

in writing signed by an appropriate officer or officers of the Underwriters, on the Underwriters' behalf, and delivered to the Authority.

(j) This Agreement is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by the parties hereto.

(k) This Agreement is effective on its acceptance by the Authority and approval by the County.

[Counterpart Signature Page to Bond Purchase Agreement]

By _____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Accepted and agreed to:

**FAIRFAX COUNTY ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Approved by:

FAIRFAX COUNTY, VIRGINIA

By: _____
Joseph M. Mondoro
Chief Financial Officer

EXHIBIT A
RATE AND MATURITY SCHEDULE

Maturity (April 1)	Principal Amount	Interest Rate	Yield
2017	\$		
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			

*[Term bond with the following sinking fund installments: April 1, 20__ \$_____, April 1, 20__ \$_____, April 1, 20__ \$_____, April 1, 20__ \$_____ and April 1, 20__ \$_____.

** Yield to first par call on April 1, 20__.

EXHIBIT B
LETTER OF REPRESENTATION

LETTER OF REPRESENTATION

FAIRFAX COUNTY, VIRGINIA

I am an authorized official of Fairfax County, Virginia (the “County”), and am hereby executing and delivering this Letter of Representation as required under the terms of that certain Bond Purchase Agreement of even date herewith (the “Bond Purchase Agreement”) between _____ (the “Underwriters”) and Fairfax County Economic Development Authority (the “Authority”), and approved by the County. Terms not otherwise defined in this Letter of Representation shall have the meanings assigned to them in the Bond Purchase Agreement.

Section 1. *County’s Representations, Warranties, Covenants and Agreements*

The County hereby represents, warrants, covenants and agrees as follows:

(a) The County is, and will be at the Closing Time, (i) duly organized in the county executive form of government, a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) with all power and authority granted to counties so organized under the Constitution and laws of the Commonwealth, and (ii) authorized to enter into and adopt and perform its obligations under a resolution duly adopted by the Fairfax County Board of Supervisors on February 16, 2016 (the “County Resolution”), the Bond Purchase Agreement, the Project Agreement, a Continuing Disclosure Agreement delivered by the County, dated the Closing Date (the “Continuing Disclosure Agreement”), and this Letter of Representation (collectively, the “County Documents”) to have been performed at or prior to the Closing Time.

(b) The County has complied with all provisions of the Commonwealth’s constitution and laws pertaining to the County’s adopting or entering into the County Documents and has full power and authority to consummate all transactions contemplated by the County Documents and the Official Statement and any and all other agreements relating thereto to which the County is a party.

(c) At the time of the County’s delivery of this Letter of Representation and (unless an event occurs of the nature described in Section 1(i) below) at all subsequent times up to and including the Closing Time, the County Information contained in the Preliminary Official Statement and the Official Statement and in any amendment or supplement thereto that the County may authorize for use with respect to the Series 2016 Bonds is and will be true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 1(i) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 1(i) below) at all times subsequent thereto up to and including the Closing Time, the County shall take all steps necessary to ensure that the County Information in the Official Statement as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Except as otherwise described in the Preliminary Official Statement and the Official Statement, the County has complied in all material respects during the last five years with its prior continuing disclosure undertakings with respect to Rule 15c2-12.

(d) The County has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official Statement; (ii) the adoption, execution, delivery and due performance of the County Documents and any

and all such other agreements and documents as may be required to be executed and delivered by the County in order to carry out, give effect to and consummate the transactions contemplated by the County Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the County Documents and the Official Statement. Upon the Closing Date, the County shall have duly adopted or authorized, executed and delivered each County Document and the Official Statement.

(e) Except as and to the extent described in the Preliminary Official Statement and the Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or, to the County's knowledge, threatened against or affecting the County or any County officer or employee in an official capacity (or, to the County's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated or described herein or in the Official Statement, or the validity of the County Documents or of any other agreement or instrument to which the County is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, or (ii) the condition of the County, financial or otherwise.

(f) The County's adoption or execution and delivery of the County Documents and other agreements contemplated by the County Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the County's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any contract, agreement, loan or other instrument to which the County is subject or by which the County is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the County Documents.

(g) The County will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2016 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution and the County Resolution and which would cause the interest on the Series 2016 Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) The County Information included in the Official Statement presents fairly the financial information purported to be shown as of the indicated dates. There has been no material adverse change in the financial condition of the County as a whole since June 30, 2015. The County is not a party to any contract or agreement or subject to any statutory or other restriction not disclosed in the Official Statement, the performance of or compliance with which may have a material, adverse effect on the County's or the Authority's financial condition or operations.

(i) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the County Information included in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly notify the Underwriters. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will cooperate with the Authority and at the County's expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Series 2016 Bonds for sale to the public. Unless the Underwriters shall otherwise advise

the County in writing prior to the Closing Date, the County may assume that the end of the underwriting period is the Closing Time.

(j) The County is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the County Documents or the Official Statement, or the County's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offer or sale of the Series 2016 Bonds).

(k) Any certificate signed by any County officer and delivered to the Underwriters shall be deemed a representation and warranty by the County to the Underwriters as to the statements made therein.

(l) The County agrees to take all reasonable steps as requested to cooperate with the Underwriters and its counsel in order to qualify the Series 2016 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request, provided that the County need not consent to jurisdiction or service of process in any state other than the Commonwealth.

(m) The County has never defaulted in the payment of principal or interest on any indebtedness, has not exercised any rights of nonappropriation or similar rights with respect to such indebtedness, and has not borrowed for general fund cash-flow purposes. No proceedings have ever been taken, are being taken, or are contemplated by the County under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(n) The County will comply with the information reporting requirements adopted by the SEC or the Municipal Securities Rulemaking Board with respect to tax-exempt obligations such as the Series 2016 Bonds as provided in the Continuing Disclosure Agreement. The County has not defaulted in the prior five years under any continuing disclosure undertaking made under the Rule.

Section 2. *Representations, Warranties, Covenants and Agreements to Survive Delivery*

All of the County's representations, warranties, covenants and agreements in this Letter of Representation shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2016 Bonds or of termination or cancellation of the Bond Purchase Agreement or this Letter of Representation.

Section 3. *Official Statement*

The County authorizes the use and distribution of, and will cooperate with the Authority to make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriters in connection with the sale of the Series 2016 Bonds.

The County shall cooperate with the Authority to deliver, or cause to be delivered, to the Underwriter copies of the final Official Statement in sufficient quantity in order for the Underwriter to comply with Rule 15c2-12(b)(2) promulgated under the Securities Exchange Act of 1934, as amended.

Section 4. *Continuing Disclosure Undertaking*

The County will undertake, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notices to certain events.

Section 5. Notice

Any notice or other communication to be given to the County under the Bond Purchase Agreement or this Letter of Representation may be given by mailing or delivering the same in writing to 12000 Government Center Parkway, Fairfax, Virginia 22035-0064, Attention: Department of Management and Budget.

This Letter of Representation is delivered this ____ day of _____, 2016.

FAIRFAX COUNTY, VIRGINIA

By: _____
Joseph M. Mondoro
Chief Financial Officer

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by Fairfax County, Virginia (the “County”), in connection with the issuance by the Fairfax Economic Development Authority (the “Authority”) of its \$ _____ Transportation District Improvement Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016 (the “Series 2016 Bonds”) pursuant to the provisions of a resolution (the “Authorizing Resolution”) adopted by the Authority on February 16, 2016, and under a Trust Agreement, dated as of May 1, 2011, and as supplemented by a Third Supplemental Trust Agreement, dated as of _____ 1, 2016 (collectively the “Trust Agreement”), each between the Authority and The Bank of New York Mellon, N.A., as trustee (the “Trustee”).

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County acting on behalf of itself, the Authority, and the Phase I Dulles Rail Transportation Improvement District, for the benefit of the holders of the Series 2016 Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). Under the Rule, the County is an “obligated person.” The County acknowledges that it is undertaking primary responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Dissemination Agent” shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Filing Date” shall have the meaning given to such term in Section 3(a) hereof.

“Fiscal Year” shall mean the twelve month period at the end of which financial position and results of operations are determined. Currently, the County’s Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

“Holder” or “holder” shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of the Series 2016 Bonds.

“Listed Events” shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults; if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Series 2016 Bonds;
- (7) modifications to rights of holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Series 2016 Bonds, if material;

- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the County;
- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

“Participating Underwriters” shall mean any of the original underwriters of the Series 2016 Bonds required to comply with the Rule in connection with the offering of such Series 2016 Bonds.

“Repository” shall mean The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board. EMMA is recognized as a National Repository for purposes of the Rule.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the “Filing Date”) that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ended June 30, 2016). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include the County’s audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

B. The annual financial statements of the County shall be prepared on the basis of generally accepted accounting principles and will be audited. Copies of the audited annual financial statements, which may be filed separately from the Annual Report, will be filed with the Repository when they become publicly available.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) hereto or to file its audited annual financial statements with the Repository when they become publicly available, the County shall send a notice in a timely manner to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, the following: (i) audited financial statements of the County [and of the District]; (ii) updated operating data, as described in Exhibit A, (iii) updates of the information in the Official Statement dated _____, 2016 relating to the Series 2016 Bonds (the “Official Statement”) under the heading “THE DISTRICT – District Tax Base Data” and (iv) calculations showing the rate covenant required under the Trust Agreement and set forth in the Official Statement “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2016 BONDS – Special Improvements Tax,” all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an “obligated person” (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The County will provide within 10 business days to the Repository notice of any of the Listed Events.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Series 2016 Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Series 2016 Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Authorizing Resolutions, the Trust Agreement or the Series 2016 Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the County's bonds and notes, and shall create no rights in any other person or entity.

Date: _____, 2016

FAIRFAX COUNTY, VIRGINIA

By: _____

EXHIBIT A

CONTENT OF ANNUAL REPORT

Respecting Fairfax County, Virginia

- (a) audited financial statements of the County;
- (b) Economic Information. Updated economic information respecting the County such as income, employment, unemployment, building permits and taxable sales data,
- (c) updates of the information in the Official Statement dated _____, 2016 relating to the Series 2016 Bonds (the “Official Statement”) under the heading “THE DISTRICT – District Tax Base Data” and
- (d) calculations showing the rate covenant required under the Trust Agreement and set forth in the Official Statement “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2016 BONDS – Special Improvements Tax”

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where comparative demographic or economic information for the County and the United States as a whole is contemporaneously available and, in the judgment of the County, informative, such information may be included. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

EXHIBIT B

**NOTICE OF FAILURE TO FILE ANNUAL REPORT
[AUDITED ANNUAL FINANCIAL STATEMENTS]**

**Re: FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
TRANSPORTATION DISTRICT IMPROVEMENT REVENUE BONDS
(SILVER LINE PHASE I PROJECT)
SERIES 2016**

CUSIP NOS. ____ - ____

Dated: _____, 20__

NOTICE IS HEREBY GIVEN that Fairfax County, Virginia has not provided an Annual Report [Audited Annual Financial Statements] as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds, the proceeds of which were to pay a portion of the principal amount of an outstanding note. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By: _____

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

Trustee

THIRD SUPPLEMENTAL TRUST AGREEMENT

Dated as of _____ 1, 2016

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THIRD SUPPLEMENTAL TRUST AGREEMENT

This **THIRD SUPPLEMENTAL TRUST AGREEMENT**, dated as of _____ 1, 2016, by and between **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “Authority”), and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America which is authorized under such laws to exercise corporate trust powers and is subject to examination by state authority, trustee under the Trust Agreement hereinafter mentioned (the “Trustee”):

WITNESSETH:

WHEREAS, the Authority has executed and delivered a Trust Agreement, dated as of May 1, 2011 (the “Trust Agreement”), by and between the Authority and the Trustee, for the purpose of fixing and declaring the conditions upon which bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and in order to secure the payment of all bonds at any time issued and outstanding thereunder, and the interest thereon, according to their tenor, purport and effect; and

WHEREAS, in accordance with the provisions of Section 208 of Trust Agreement, the Authority by resolution, adopted on June 24, 2009 (the “2009 authorizing resolution”), authorized the issuance in one or more series of Transportation District Improvement Revenue Bonds, as senior lien or subordinate lien bonds, bearing interest at fixed or variable interest rates, to finance the costs of the extension of the existing Washington Metropolitan Area Transportation Authority’s Metrorail transportation system by approximately 11 miles, from the Metrorail Orange Line between East and West Falls Church stations to Wiehle Avenue in Reston, including four stations in Tyson’s Corner (the “Phase I Project”), in an amount to provide proceeds that, together with other Phase I Dulles Rail Transportation District (the “District”) funds will not to exceed the sum of \$400,000,000 plus the amount of any debt service reserves (including a revenue stabilization fund); and

WHEREAS, on May 26, 2011 the Authority issued \$205,705,000 Transportation Improvement District Revenue Bonds (Silver Line Phase I Project) Series 2011 (the “Series 2011 Bonds”) to finance a portion of the costs of the Phase I Project; and

WHEREAS, on October 10, 2012 the Authority issued \$42,390,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012 (the “Series 2012 Bonds”) to finance a portion of the costs of the Phase I Project; and

WHEREAS, in accordance with the provisions of Section 210 of the Trust Agreement, the Authority has by resolution, adopted on _____, 2016 (the “2016 authorizing resolution”) determined to authorize the issuance of the Authority’s Transportation Improvement District Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016 (the “Series 2016 Bonds”) in aggregate principal amount that will provide an amount not to exceed \$_____,000,000, together with other District funds, to refund all or a portion of certain outstanding maturities of the Series 2011 Bonds and Series 2012 Bonds; and

WHEREAS, Section 1101(e) of the Trust Agreement provides that the Authority may enter into a supplement to the Trust Agreement, in form satisfactory to the Trustee, as shall not be inconsistent with the terms and provisions of the Trust Agreement, to provide for the issuance and to fix the details of bonds to be issued under Section 210 of the Trust Agreement; and

WHEREAS, the execution and delivery of this Third Supplemental Trust Agreement have been duly authorized by the 2016 authorizing resolution, and the Authority has requested the Trustee to join with it in the execution of this Third Supplemental Trust Agreement; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia and by the resolutions of the Authority to happen, exist and be performed precedent to and in the execution of this Third Supplemental Trust Agreement have happened, exist and have been performed as so required; and

WHEREAS, the Trustee has accepted the trusts created by this Third Supplemental Trust Agreement and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL TRUST AGREEMENT WITNESSETH, that in consideration of the premises and of the acceptance by the Trustee of the trusts created hereby and by the Trust Agreement, and also for and in consideration of the sum of One Dollar to the Authority in hand paid by the Trustee at or before the execution and delivery of this Third Supplemental Trust Agreement, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed and covenanted by and between the parties hereto, as follows:

Section 1. [Terms of the Series 2016 Bonds. The Series 2016 Bonds shall be designated “Fairfax County Economic Development Authority Transportation District Improvement Revenue Refunding Bonds (Silver Line Phase I Project) Series 2016”. The Series 2016 Bonds shall be issued in registered form without coupons, registered in the name of CEDE & Co., as nominee of The Depository Trust Company, and numbered R-1 and upward. The definitive Series 2016 Bonds issued under the provisions of the Trust Agreement as supplemented by this Third Supplemental Agreement shall be in substantially the form set forth in the Trust Agreement. The Series 2016 Bonds shall be issued in the aggregate principal amount of \$_____, shall be dated the date of their delivery and shall be issued in denominations of \$5,000 or any multiple thereof. All of the Series 2016 Bonds shall be Current Interest Bonds. \$_____ of the Series 2016 Bonds shall be Serial Bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum (based upon a 360-day year of twelve 30 day months), as follows:

<u>Maturity (April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		

\$ _____ of the Series 2016 Bonds shall be Term Bonds maturing on [April 1, 2037] bearing interest at the rate of ____% per annum. Interest on the Series 2016 Bonds shall be payable semiannually on the 1st day of April 1 and October 1 in each year to maturity, commencing [October 1, 2016.] The record date for the Series 2016 Bonds shall be the 15th day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.

The Sinking Fund Requirements, defined and referred to in Sections 101 and 301 of the Trust Agreement, for the Term Bonds maturing April 1, 20__, shall be the following amounts on April 1 of the following years:

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__	
20__	
20__*	

* Final maturity

At its option, to be exercised not less than forty-five (45) days prior to each such applicable Interest Payment Date on which Series 2016 Bonds are subject to call for redemption under the provisions of the Trust Agreement except from monies other than monies set aside or deposited for the redemption of the Series 2016 Bonds, the Authority may (a) deposit money with the Trustee to be used to purchase Series 2016 Bonds, or direct the Trustee in writing to cause money in the Debt Service Subfund (only to the extent said money is in excess of the amount required for payment of the Series 2016 Bonds theretofore matured or called for redemption and the total amount of interest and principal scheduled to become due on the next succeeding Interest Payment Date or Principal Payment Date) to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Interest Payment Date, or (b) receive a credit against the Sinking Fund Requirements for Series 2016 Bonds which prior to such date have been purchased by the Authority and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Sinking Fund Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Sinking Fund Requirement. Each such Series 2016 Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to Series 2016 Bonds due on the same date as the Term Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the Authority shall determine, and the principal amount of such Series 2016 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

Section 2. Redemption Provisions of the Series 2016 Bonds.

Mandatory Redemption. The Series 2016 Term Bonds stated to mature on [April 1, 20__] shall be called for redemption, in the manner and under the terms and conditions provided in the Trust Agreement and in this Section 2 hereof, in part, on each April 1 in the principal amounts equal to the respective Sinking Fund Requirements for said Term Bonds set forth in Section 1 (less the principal amount of any such Term Bonds retired by purchase and otherwise subject to adjustment as provided in the Trust Agreement) from moneys in the Debt Service Subfund at a Redemption Price equal to par plus accrued interest thereon to the date fixed for redemption.

Optional Redemption. The Series 2016 Bonds maturing on or before April 1, 20__, are not subject to redemption prior to their stated date of maturity. The Series 2016 Bonds maturing after April 1, 20__, are subject to redemption at the option of the Authority, as directed by Fairfax County, Virginia and the District, in whole or in part, at any time on or after April 1, 20__, at a Redemption Price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed plus interest accrued thereon to the Redemption Date.

Notice of Redemption. At least 30 but not more than 90 days before the Redemption Date of any Series 2016 Bonds, whether in whole or in part, the Trustee upon the written request of the Authority will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Series 2016 Bonds to be redeemed in whole or in part. Any defect in such notice or the failure to mail such notice, shall not affect the validity of the proceedings for the redemption of any other Series 2016 Bonds. While the Series 2016 Bonds

are held in the name of DTC or its nominee, such redemption notices will be sent to Cede & Co., not to the beneficial owners of the Series 2016 Bonds.

Any notice of optional redemption of the Series 2016 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the Redemption Price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption shall be deemed to be revoked.

If the Authority gives an unconditional notice of redemption, then on the redemption date the Series 2016 Bonds called for redemption will become due and payable. If the Authority gives a conditional notice of redemption and if on the redemption date money to pay the Redemption Price of the affected Series 2016 Bonds shall have been set aside in escrow with the Trustee or a depository (either, a “depository”) for the purpose of paying such Series 2016 Bonds, then on the redemption date the Series 2016 Bonds will become due and payable. In either case, if on the redemption date Authority holds money to pay the Series 2016 Bonds called for redemption, thereafter, no interest will accrue on those Series 2016 Bonds, and a bondholder’s only right will be to receive payment of the redemption price upon surrender of those Series 2016 Bonds.

Section 3. Authentication of Series 2016 Bonds. Upon their execution in the form and manner set forth in the Trust Agreement and this Third Supplemental Trust Agreement, the Series 2016 Bonds shall be deposited with the Bond Registrar for authentication, and the Bond Registrar is hereby authorized and directed to authenticate and the Trustee shall cause the Bond Registrar to deliver the Series 2016 Bonds for the account of _____ as representative of the underwriters (the “Underwriters”), at The Depository Trust Company, New York, New York, against payment therefor in accordance with and subject to the provisions of Sections 210 of the Trust Agreement and Section 4 hereof.

Section 4. Sale and Application of Proceeds of the Series 2016 Bonds.

(a) The negotiated sale of the Series 2016 Bonds to the Underwriters pursuant to the terms set forth in a Bond Purchase Agreement dated _____, 2016 between the Authority and the Underwriters is hereby confirmed.

(b) [The proceeds of the Series 2016 Bonds in the amount of \$_____, together with \$_____ transferred from the Residual Fund, \$_____ released from the Reserve Subfund and \$_____ released from the Revenue Stabilization Subfund shall be deposited by the Authority in accordance with the District Project Contract and the Trust Agreement, simultaneously with the delivery of the Series 2016 Bonds as follows:

(1) with the Trustee, to the credit of the Costs of Issuance Account in the Construction Subfund the amount of \$_____; and

(3) with Bank of New York Mellon Trust Company, N.A., as escrow agent, (the “Escrow Agent”) under the Escrow Agreement, dated _____, 2016, entered into between

the Authority and Escrow Agent (the “Escrow Agreement”) to the credit of the Escrow Fund created within the Escrow Agreement, the amount of \$_____.]

Section 5. Tax Covenants. The Authority covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2016 Bonds to become includable in the gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(a) As of a date not later than five years after the issue date of the Series 2016 Bonds (the “Initial Installment Computation Date”), and at least once every five years thereafter, the Authority shall cause the Rebate Liability to be computed by a Rebate Analyst and will deliver a copy of the applicable Rebate Liability calculation to the Trustee (the “Rebate Liability Certificate”). Amounts paid for the purpose of funding the Rebate Liability, or otherwise made available therefor, shall be deposited by the Trustee in the Rebate Subfund.

(1) not later than sixty (60) days after each Initial Installment Computation Date, the Authority shall pay, or direct the Trustee in writing to pay from amounts in the Rebate Subfund, to the United States of America at least ninety percent (90%) of the Rebate Liability as set forth in the Rebate Liability Certificate prepared with respect to such installment computation date;

(2) no later than sixty (60) days after the installment computation date that is the fifth anniversary of the Initial Installment Computation Date and no later than sixty (60) days after every fifth anniversary date thereafter until final payment of the applicable Series of Bonds, the Authority shall direct the Trustee in writing to pay from amounts in the Rebate Subfund (such amounts constituting Excess Earnings as consistent with the tax certificate delivered in connection with the issuance of the Series 2016 Bonds (as supplemented and amended from time to time, the “Authority Tax Certificate”), transferred from the Construction Subfund, Reserve Subfund and Revenue Stabilization Subfund and any of their applicable accounts) to the United States of America not less than the amount, if any, by which ninety percent (90%) of the Rebate Liability set forth in the most recent Rebate Liability Certificate exceeds the aggregate of all such payments theretofore made to the United States of America with respect to the applicable Series of Bonds;

(3) no later than sixty (60) days after final payment of a Series of Bonds, the Authority shall pay, or direct the Trustee in writing to pay from amounts in the Rebate Subfund, to the United States of America the amount, if any, by which 100% of the Rebate Liability set forth in the Rebate Liability Certificate with respect to the date of final payment of the applicable Series of Bonds exceeds the aggregate of all payments theretofore made pursuant to this Section.

(b) The Authority represents that it will instruct the Trustee in writing as to the final application of the amounts in the Rebate Subfund to the make payments to the United States of America of all or a portion of the Rebate Liability on such dates or amounts in order for the Authority to comply with the conditions in this section of the Third Supplemental Trust Agreement and the Authority Tax Certificate.

All such payments shall be made by, or at the written direction of, an Authority Representative from any legally available source, including moneys in the Rebate Subfund.

Notwithstanding any provision of this Section to the contrary, (i) no such Rebate Liability payment need be made if the Authority receives and delivers to the Trustee an Opinion of Bond Counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2016 Bonds from becoming “arbitrage bonds” within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and the Authority complies with such alternative basis and (ii) an EDA Representative may direct the Trustee in writing to transfer all or any portion of the money held for the credit of the Rebate Subfund to any other Subfund or account under the Trust Agreement to which such a transfer may be made under the terms of the tax certificate executed by Fairfax County and the Authority relating to the Series 2016 Bonds.

The Trustee shall provide the Authority within ten (10) days after each April 1, or other computation date selected by the Authority, and within ten (10) days after the final payment of a Series of Bonds with such reports and information with respect to earnings of amounts held under the Trust Agreement and this Third Supplemental Trust Agreement as may be requested by the Authority to comply with the provisions of this Section.

Section 6. Recitals, Statements and Representations made by Authority, not Trustee. The recitals, statements and representations contained herein shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 7. Third Supplemental Trust Agreement as Supplemental Agreement. This Third Supplemental Trust Agreement is executed and shall be construed as an agreement supplemental to the Trust Agreement and shall form a part thereof, and the Trust Agreement as hereby and heretofore supplemented is hereby ratified, approved and confirmed.

Section 8. Authority, County, Trustee and Bondholders Alone to Have Rights. Nothing in this Third Supplemental Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the Authority, the County, the Trustee and the holders of the Series 2016 Bonds issued under the Trust Agreement any legal or equitable right, remedy or claim under or in respect of the Trust Agreement, or this Third Supplemental Trust Agreement, or under any covenant, condition or provisions therein or herein or in said Series 2016 Bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the County, the Trustee and the holders of said Series 2016 Bonds issued under the Trust Agreement.

Section 9. Trustee to Perform Duties of Bond Registrar. The Trustee accepts and agrees to execute the trusts imposed upon it as Bond Registrar under this Third Supplemental Trust Agreement, but only upon the terms and conditions set forth in the Trust Agreement and subject to the provisions of the Trust Agreement, to all of which the parties hereto and the owners of the Series 2016 Bonds agree.

Section 10. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires the Trustee to obtain, verify and record information that identifies each person who opens an account. The Authority agrees to provide documentation to verify its formation and existence as a legal entity if requested by the Trustee. The Trustee may also ask to see financial statements, licenses, and identification and authorization documents from the Authority or other relevant documentation.

Section 11. Headings Not Part of Agreement; Certain Definitions. (a) The title of Sections and any wording on the cover of this Third Supplemental Trust Agreement are inserted for convenience only and are not a part hereof.

(b) All terms not defined herein shall have the meanings given to them in the Trust Agreement.

Section 12. Covenants to Bind Successors. All the covenants, stipulations, promises and agreements in this Third Supplemental Trust Agreement contained made by or on behalf of the Authority or for the Trustee shall inure to and bind their respective successors and assigns.

IN WITNESS WHEREOF, Fairfax County Economic Development Authority has caused this Third Supplemental Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and The Bank of New York Mellon Trust Company, N.A., has caused this Third Supplemental Trust Agreement to be executed in its behalf by an authorized officer, all as of the day and year first above written.

**FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY**

By _____
Chairman

[SEAL]

Attest:

Secretary

**THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., Trustee**

By _____
Name:
Title:

Board Agenda Item
February 16, 2016

ACTION - 4

Approval of an Amended Agreement Between the Town of Vienna and Fairfax County to Design and Construct a Stream Restoration Project on Hunters Branch Stream (Hunter Mill District)

ISSUE:

Board of Supervisors' authorization is requested for the County to amend an agreement with the Town of Vienna (the Town) that provides additional funding for the design and construction of a stream restoration project on Hunters Branch which is located in the Town and within the Accotink Creek watershed.

RECOMMENDATION:

The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign the amended agreement with the Town to provide additional funds for the design and construction of a stream restoration project on Hunters Branch Stream.

TIMING:

Board approval is requested on February 16, 2016

BACKGROUND:

On October 7, 2014, the Board approved the County Executive's recommendation to approve and authorize the County to sign an agreement with the Town to provide \$570,000 to partially fund the design and construction of a stream restoration project that is located within the Town and the Accotink Creek watershed. A Virginia Department of Environmental Quality (DEQ) Stormwater Local Assistance Fund (SLAF) grant and Town funds are also being used for the design and construction of the project. The County's contribution has been disbursed pursuant to the terms of the October, 7, 2014, Agreement.

Five bids to construct the project were received by the Town on October 13, 2015. The Total Project Estimate has increased by \$207,683 due to higher than originally

estimated construction bids. The total cost of the project is estimated to be \$1,547,686. The Town has requested additional financial assistance from the County to help fund the construction of the stream restoration project. Additionally, DEQ will increase its grant award for the project to \$773,843.00.

The project will restore 2,067 linear feet of stream on Hunters Branch Stream. The project will provide nutrient reduction and improved water quality in the Accotink Watershed. Under the previously executed Cooperative Agreement Between the Fairfax County Board of Supervisors and the Town of Vienna to Share Certain Stormwater Service District Fees and Responsibility for Related Projects, the Town and the County may use the project benefits towards compliance with their respective Municipal Separate Storm Sewer System (MS4) permits and Chesapeake Bay Total Maximum Daily Load (TMDL) requirements.

The Town is within the County's Stormwater Service District, and the County collects revenue from property owners within the Town. Therefore, the County seeks to implement stormwater projects, such as this, that benefit the Town and the County. In addition to the above-described benefits, partnering with the Town on this project will save the County the time and administrative costs that would be incurred if the County implemented the project as part of its stormwater program.

FISCAL IMPACT:

The estimated total cost of the project is \$1,547,686. The County will transfer a total of \$673,843 (including the previously disbursed funds) to the Town solely for the purpose of constructing the project, which cannot be used for the cost of any feasibility study or the acquisition of any lands or easements necessary for the completion for the project. The Town will fund \$100,000 toward the project and contribute in-kind services for all aspects of the project. DEQ SLAF funds in the amount of \$773,843 have been awarded for the Hunters Branch Stream Restoration Project. The Town must reimburse the County funds that are not expended in accordance with the terms of the attached agreement. Funding is currently available in Project Number SD-000031, Stream and Water Quality Improvements, Fund 400-40100, Stormwater Services, for the County's obligation for this project. Additionally, the amended agreement allows the County to fund, at its sole discretion, cost overruns attributable to change orders and/or related costs that arise during construction.

Board Agenda Item
February 16, 2016

CREATION OF POSITIONS:

No positions will be created.

ENCLOSED DOCUMENTS:

Attachment 1: Amended Agreement between the Board of Supervisors of Fairfax County, Virginia and the Town of Vienna

STAFF:

Robert A. Stalzer, Deputy County Executive

James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)

Randolph W. Bartlett, Deputy Director, DPWES

AMENDED AGREEMENT

This Agreement ("Agreement") made and entered into this _____ day of _____, 2016, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** (the "County"), a body politic, and the **Town of Vienna** (the "Town").

WITNESSETH:

WHEREAS, the Town has been awarded a Stormwater Local Assistance Fund (SLAF) Grant from the Virginia Department of Environmental Quality ("DEQ Grant") for the Hunter's Branch Stream Restoration Project (the "Project"), which will be located within the boundaries of the Town and which will restore a portion of the body of water known as Hunter's Branch/Accotink Creek; and

WHEREAS, the location of the Project is at Longitude 38.886 and Latitude 77.271, which is more specifically shown on the Fairfax County Real Property Identification Map as Tax Map No. 48-1 ((13)) Parcel C; and

WHEREAS, the Project is within the Chesapeake Bay and Potomac River Watersheds, and lies within the Town and County; and

WHEREAS, the Town is part of the County's Stormwater Service District and the Town and County have entered into the "Cooperative Agreement Between the Fairfax County Board of Supervisors and the Town of Vienna to Share Certain Stormwater Service District Fees and Responsibility for Related Projects" (the "Cooperative Agreement"), to share funds and responsibility to maintain, operate, and improve stormwater systems and to meet Chesapeake Bay Total Maximum Daily Load ("TMDL") and other water quality goals. The Cooperative Agreement is attached hereto as Attachment 1 and is incorporated herein by reference; and

WHEREAS, the Cooperative Agreement requires the development of a Joint Action Plan ("Joint Action Plan"), which will, in part, establish pollutant loads for the County and Town that are consistent with the TMDL. The Joint Action Plan has not been developed as of the date of this Agreement; and

WHEREAS, the Town and County agree that funds collected as part of the Cooperative Agreement can be used to match the DEQ Grant for the Project because the

Project meets the water quality objectives of each locality and their respective Chesapeake Bay TMDL obligations; and

WHEREAS, the County and Town previously entered an agreement on October 14, 2014 (the “2014 Agreement”), related this Project;

WHEREAS, the County and Town intend for this Amended Agreement to supersede and replace the previously executed Agreement dated October 14, 2014, for the Project; and

WHEREAS, pursuant to the 2014 Agreement, the County disbursed five hundred seventy thousand dollars (\$570,000). However, the actual project cost will exceed the amount set forth in the 2014 Agreement; and

WHEREAS, the total cost of the Project is estimated to be one million, five hundred forty-seven thousand, six hundred eighty-six dollars (\$1,547,686.00); and

WHEREAS, the County intends to contribute an additional one hundred -three thousand, eight hundred forty-three dollars (\$103,843.00) from the Stormwater Budget for the purpose of supporting the design and construction of the Project; and

WHEREAS, the Town contributed one hundred thousand dollars (\$100,000.00) under the 2014 Agreement for the purpose of supporting the design and construction of the Project and will dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project; and

WHEREAS, the DEQ Grant will contribute seven hundred and seventy-three thousand, eight hundred forty-three dollars (\$773,843.00) for the purpose of supporting the construction of the Project; and

WHEREAS, notwithstanding the Town’s implementation of the Project, pursuant to the Cooperative Agreement or any amendment thereto, the Town and the County intend that the Project be part of a Joint Action Plan; and

WHEREAS, pursuant to the Cooperative Agreement, the Town and the County intend that the Project will result in a credit to the County in proportion to the total load reductions as established in the Joint Action Plan; and

WHEREAS, the Town and the County concur that the County’s total contribution (\$673,843.00) (the “Total Contribution”) to this Project shall not be charged against the

PAID VIENNA REVENUES as set forth in the Cooperative Agreement, but rather, are a separate grant to the Town from the County;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if restated as binding provisions of this agreement, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto further agree as follows:

1. This Amended Agreement shall supersede and replace the 2014 Agreement for this Project.
2. Upon execution of this Amended Agreement, the County shall grant to the Town funds in the amount of one hundred -three thousand, eight hundred forty-three dollars (\$103,843.00) (the "County Contribution"), to be paid with monies from the County's stream and water quality improvement project fund (SD0000031) of the Stormwater Budget (Fund 40100). The County Contribution plus the amount granted to the Town subsequent to the 2014 Agreement (\$570,000) equals the Total Contribution.
3. The Town shall dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.
4. The Town shall expend the DEQ Grant of seven hundred and seventy-three thousand, eight hundred forty-three dollars (\$773,843.00) for the sole purpose of supporting the construction of the Project when the DEQ Grant is received.
5. The County's Total Contribution shall be used and expended solely for the purpose of constructing the Project but shall not be used for the cost of any feasibility study or acquisition of any lands or easements necessary for the completion of the Project.
6. The Town shall acquire, at its sole expense, any and all land or easements, or other interests in real property, if any, that are necessary to complete the Project.
7. The Town, at its sole expense, shall administer the design and construction contracts, obtain approval of all plans, and obtain all permits necessary for the completion of the Project.
8. The Town shall notify the County if the Town, at any time, modifies the scope of the Project, which is generally described herein above and in the Town's "Water

Division Application for Stormwater Local Assistance Fund (SLAF) – Stormwater Capital Projects,” which was submitted to DEQ for the DEQ Grant (the “Plan”). If the scope of the Project’s design, in the sole judgment of the County, significantly deviates from the design scope described in the Plan, the Town shall, within 30 days after such notification of such deviation is provided by the County, reimburse to the County the amount of the County Contribution.

9. The Town shall provide to the County a copy of the final site plan for the Project.

10. The Town shall retain all invoices and all records of payments for any and all services rendered for the design, construction, and any related expenses for completion of the Project, and copies of any such invoices and records of payments shall be provided to the County upon request within three business days after such a request.

11. If at any time the Town abandons or otherwise ceases the Project for any reason, the Town shall immediately return any amount of the County Contribution not expended in accordance with this agreement and all invoices and records of payments related to the Project shall be delivered within 14 days of such abandonment or cessation. “Abandon,” as used herein, shall include, but not be limited to, the failure to initiate or the termination of the design or construction before the Project’s completion.

12. The County, in its sole discretion, may agree to pay cost overruns that are attributable to change orders and/or related costs that arise during construction of the Project, to the extent that such funds are available in the County’s stream and water quality improvement project fund (SD0000031) of the Stormwater Budget (Fund 40100).

13. The Town shall complete the Project not later than two years after this agreement is executed.

14. Pursuant to the Cooperative Agreement, the Project shall be part of the Joint Action Plan that is described therein. If, however, the Project has been completed before the Joint Action Plan is finalized and approved, then the County shall nonetheless be entitled to its total load reduction credits as may be established under the terms of the Cooperative Agreement or any amendment thereto.

15. This agreement can only be modified in writing and signed by both parties.

[Signatures appear on following page]

TOWN OF VIENNA

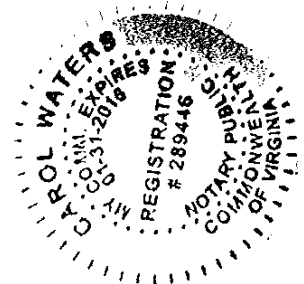
By: Laurie A. DiRocco
Mayor Laurie A. DiRocco

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Mayor Laurie A. DiRocco of the Town of Vienna, this 12th day of January, 2016, on behalf of the Town of Vienna.

Paul Waters
Notary Public

My commission expires: 01-31-2016
Notary Registration Number: 289 446



BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By: _____
Edward L. Long Jr., County Executive,
Fairfax County, Virginia

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Edward L. Long Jr.,
County Executive of Fairfax County, Virginia, on behalf of the Board of Supervisors of
Fairfax County, Virginia this _____ day of _____ 2014.

Notary Public

My commission expires: _____
Notary Registration Number: _____

INFORMATION – 1

2015 Virginia Pollutant Discharge Elimination System Permit Annual Report for Fairfax County, Virginia

Fairfax County Department of Public Works and Environmental Services prepared the enclosed annual report for submission to the Virginia Department of Environmental Quality (DEQ) in compliance with Virginia Pollutant Discharge Elimination System (VPDES) Permit VA0088587, Part I, Section C.4. The annual report documents activities performed by the County between January 1, 2015 and March 31, 2015, to satisfy requirements of its VPDES permit to operate a Municipal Separate Storm Sewer System (MS4). The report is a concise summary of activities related to each permit requirement presented in the order in which they appear in the MS4 permit. The permit was issued on January 24, 2002, and expired on January 24, 2007. The County operated under an administrative continuance of the 2002 permit until the permit was renewed on April 1, 2015. A report documenting activities performed by the County between April 1, 2015 and June 30, 2015 was submitted on September 22, 2015 in accordance with the reporting requirements of the County's new permit. Subsequent annual reports will follow a fiscal year reporting cycle.

Unless otherwise directed by the Board of Supervisors, the County Executive will forward the "2015 VPDES Permit Annual Report" to DEQ and to others as requested, and will publish it on the County's Web site.

FISCAL IMPACT:

No fiscal impact is associated with the submittal of this report to the Department of Environmental Quality.

ENCLOSED DOCUMENT:

Attachment 1: 2015 VPDES Permit Annual Report

STAFF:

Robert A. Stalzer, Deputy County Executive

James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)

Randolph W. Bartlett, Deputy Director, DPWES

2015 VPDES Permit Annual Report

Prepared by

Fairfax County, Virginia
VPDES Permit No. 0088587

Submitted to

Virginia Department of Environmental Quality

February 16, 2016



A Fairfax County, Va., publication

To request this information in an alternate format,
call the Stormwater Planning Division at 703-324-5500, TTY 711.

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The following annual report is submitted to the Virginia Department of Environmental Quality (DEQ) in compliance with Fairfax County's Virginia Pollutant Discharge Elimination System (VPDES) permit. The permit was issued on January 24, 2002, and expired on January 24, 2007. The county operated under an administrative continuance of the 2002 permit until the permit was renewed on April 1, 2015. This report covers the from January 1, 2015, through March 31, 2015, and describes the activities performed to satisfy the county's permit requirements in effect during that time. A report covering the period from April 1, 2015 through June 30, 2015 was submitted on September 22, 2015 in accordance with the reporting requirements of the county's new permit. Subsequent annual reports will follow a fiscal year reporting cycle.

NOTE: Annual Report requirements as specified in Part I.C.4 of the permit are indicated below by **bold** section headings and the stormwater program requirements as specified in Part I sections B.1, C.1, C.2 and C.3 of the permit are in *italics* directly beneath the applicable section heading.

a) Watershed Management Program Implementation

The permittee shall develop and implement Watershed Management Plans to maintain water quality and manage environmental resources within the county's watersheds (B.1).

Starting with the Little Hunting Creek Watershed Management Plan in 2003, the county embarked on a watershed planning initiative that assessed the needs of and resulted in proposed improvements for the county's 30 watersheds over approximately the next 25 years. The watershed management planning process is one component of the county's MS4 Program and is part of the Fairfax County Board of Supervisors' Environmental Agenda. The overarching goals for the watershed plans are:

1. Improve and maintain watershed functions in Fairfax County, including water quality, habitat and hydrology.
2. Protect human health, safety and property by reducing stormwater impacts.
3. Involve stakeholders in the protection, maintenance and restoration of County watersheds.

A total of 13 plans, which cover all 30 watersheds, were developed during this watershed planning initiative. The plans were developed with the assistance of the community through public meetings and individual plan stakeholder groups. This public involvement process helped to ensure that the plans meet the needs in the watershed and have the support of county residents. The county completed and adopted six watershed plans between 2005 and 2008 as part of the first round of planning. By early February 2011, the seven remaining watershed management plans were completed and adopted by the Fairfax County Board of Supervisors. Attachment 1 lists the 13 county watershed management plans and their year of adoption by the Board of Supervisors.

The retrofit project completed during January 1, 2015 to March 31, 2015 reporting period was a specific recommendation identified in the Sugarland Run and Horsepen Creek watershed management plan. A full summary of this retrofit project can be found in section a.4.

It is anticipated that structural projects proposed in the plans will be primarily funded from the Stormwater Services fund and from the Pro Rata Share Drainage Construction fund. The number of projects selected for implementation annually will be determined as part of the annual budgetary process. Efforts to include implementation of non-structural projects and policy recommendations from the watershed plans are ongoing.

a.1) Structural and Source Controls

The Municipal Separate Storm Sewer System and any storm water structural controls shall be operated in a manner that reduces the discharge of pollutants to the maximum extent practicable (B.1.a).

a.1 (a) Report all inspections performed on SWM facilities and BMP Ponds.

Between January 1, 2015 and March 31, 2015, the county inspected 188 (approximately 11 percent) of the 1,762 county-maintained stormwater management (SWM) and best management practice (BMP) facilities at least once. Currently, these inspections are being tracked on a fiscal year basis, resulting in approximately 900 inspections per fiscal year. Out of the 188 county-maintained stormwater management (SWM) and best management practice (BMP) facilities inspected, six (6) were State-Regulated Dams.

Between January 1, 2015 and March 31, 2015, the county inspected 81 (two (2) percent) of the 3,861 privately-maintained facilities, with the goal of inspecting all privately-maintained facilities at least once during the permit cycle as required by the permit.

a.1 (b) Report all maintenance performed on SWM facilities and BMP Ponds.

Between January 1, 2015 and March 31, 2015, the county cleaned and/or mowed 208 dam embankments. Cleaning involves removing trash, sediment, and debris from the trash rack, control structure, and all inflow channels leading to the control structure. At each stormwater management facility, deposited sediment is removed from the trickle ditch upstream of the control structure and disposed of offsite. The cleaning helps keep the facility functioning properly by conveying water and performing the BMP function as it was designed. The county completed 339 maintenance work orders to address maintenance issues and correct deficiencies in publicly maintained SWM/BMP facilities.

a.2) Areas of New Development and Significant Redevelopment

The permittee shall comply with and enforce all components of the County's Comprehensive Land Use Plan that are relevant to storm water discharges. The goals of such controls shall be to limit increases in the discharge of pollutants from storm water as a result of development and significant re-development (B.1.b).

The Comprehensive Plan, as amended through October 2015, provides explicit support for better site design and low impact development (LID) measures, and opportunities to implement such measures are explored during the zoning process. For development and redevelopment projects in several of the county's activity centers, the Plan includes recommendations for attainment of LEED stormwater design credits. The Tysons Corner Urban Center amendment also included a recommendation to retain at least the first inch of rainfall on-site for zoning applications proposing significant increases in development density/intensity. In 2014, guidelines for optimization of stormwater management for development proposals exceeding a specific threshold of intensity were adopted for the Transit Station Areas in Reston (similar to those adopted for a transit station area near Dulles Airport in 2013). There were no such Plan Amendments during the first quarter of 2015, although similar guidance was adopted for the Seven Corners Community Business Center later in the year. This Comprehensive Plan guidance helps staff to negotiate for measures such as reductions in proposed impervious cover and LID measures that will serve to reduce stormwater discharges.

The Department of Planning and Zoning (DPZ) provides a full range of environmental review, and does not track stormwater efforts independently from other environmental efforts. In coordination with other DPZ staff and staff from other county agencies, DPZ accepted and reviewed 87 rezonings and related applications (e.g., amendments), 101 special exceptions and amendments, and 312 special permits and amendments in fiscal year 2014 for

environmental considerations. . During January 1 to March 31, 2015, 14 rezonings and related applications, 29 special exceptions and amendments, and 93 special permits and amendments were accepted for review.

a.3) Roadways

Public streets, roads, and highways maintained by the permittee shall be operated and maintained in a manner to minimize discharge of pollutants, including those pollutants related to deicing or sanding activities (B.1.c).

The Virginia Department of Transportation (VDOT), which is covered by a separate Phase II MS4 permit, is responsible for maintenance and operation of public roads (interstate, primary, secondary, and residential) in Fairfax County. The county is only responsible for maintaining a minor amount of discontinuous road segments. A significant component of Fairfax County's roadways program is sweeping parking lots associated with county facilities such as government centers, libraries, public schools (funded by Fairfax County Public Schools), fire stations, police stations, health centers, bus transit facilities, park and ride lots, commuter rail stations, public housing facilities, and staffed park locations.

In an effort to limit the discharge of pollutants from parking lots into the county's streams, the county provides sand and chemical treatment only when dictated by safety. The county sweeps material from each treated parking area once annually. As part of a continued effort to limit the discharge of pollutants from county facilities, the county updated Standard Operating Procedures (SOPs) for both Snow Removal Operations and Street Sweeping in 2014. These SOPs are intended to be used county-wide by Fairfax County agencies.

The county's parking lot sweeping program and snow removal operations are currently carried out by three organizations: Department of Public Works and Environmental Services (DPWES), Department of Housing and Community Development (DHCD), and Fairfax County Park Authority (FCPA). DPWES plows and treats snow at county government facilities and sweeps parking lots at county government and public schools sites as well as paved county road segments, where feasible. DHCD sweeps parking lots on residential developments such as apartment complexes, townhouse developments, group homes, and senior facilities that are owned and operated by DHCD. FCPA maintains (plows and/or treats) essential use parking areas at staffed park locations on a case-by-case basis to remove snow and provide for safe driving and footing. Between January 1 and March 31, 2015, 40 cubic yards of material were removed from seven county government facilities, and 41 residential sites, through sweeper trucks and hand sweeping.

a.4) Retrofitting

Receiving water quality impacts shall be assessed for all storm water management facilities. When the permittee determines water quality impact, they shall continue to evaluate and implement retrofitting existing storm water management facilities and areas without stormwater controls (B.1.d).

Fairfax County agencies completed one (1) retrofit project to enhance stormwater management functionality between January 1, 2015 and March 31, 2015. The project involved converting a dry pond into a Constructed Wetland. The results of the county's retrofit efforts during this reporting period are summarized as follows:

- The project was in the Horsepen Creek watershed. The Project was a retrofitting opportunity specifically mentioned in a county watershed management plan.
- The impervious area treated by the retrofit is approximately 17 acres while the total area treated was 37 acres.
- The retrofit is estimated to remove nitrogen, phosphorus, and sediment at rates of approximately 98 pounds/year, 11 pounds/year, and 9,298 pounds/year, respectively.
- The approximate cost of this retrofit project is \$589,000.

Retrofit project documentation is maintained by the Stormwater Planning Division (SWPD) of DPWES.

a.5) Pesticides, Herbicide, and Fertilizer Application

The permittee will implement controls to reduce the discharge of pollutants related to the storage and application of pesticides, herbicides, and fertilizers applied to public right of ways, parks, and other municipal property. The permittee shall develop and implement a program within one year of the effective date of the permit to achieve the above goal (B.1.e).

County agencies involved in the administration of parks and athletic fields currently have some form of nutrient and pest management plans. County personnel and private contractors develop and implement the plans per the Virginia Department of Conservation and Recreation's nutrient management guidelines, the Virginia Department of Agriculture and Consumer Services's guidelines, and the Virginia Pesticide Control Act.

The Park Authority currently has two Virginia state-certified nutrient management planners on staff, one for parks and a recently certified planner for golf courses. To date FCPA has nutrient management plans for approximately 448 acres of golf course area and 227 acres of natural turf athletic fields where nutrients are applied (an additional 3,001 acres are addressed under a nutrient management plan, but do not receive any nutrients). Thirty one acres of park land are managed under an integrated pest management plan. An additional 872 acres of FCPA managed turf do not receive any fertilization or pesticide application.

For the period of January 1, 2015 to March 31, 2015 the Northern Virginia Soil and Water Conservation District's certified nutrient management planner prepared a "Revised" Soil and Water Quality Conservation Plan (SWQCP) for a 288-acre property in Agricultural and Forestal (A&F) District. "Revised" plans are plans prepared for tracts that once had a SWQCP that has expired, or is soon-to-be expired. That A&F District operation included 21 acres of pasture for raising a range of 16 to 32 sheep (depending on market demands), and a flock of birds (chickens and Guinea hens) averaging about twenty-four in number.

a.6) Illicit Discharges and Improper Disposal

Non-storm water discharges to the Municipal Separate Storm Sewer System will be effectively prohibited (B.1.f).

a.6 (a) Report all identified illicit dischargers. This shall include site inspections and a description of any follow-up activities associated with illicit dischargers (see section a.12 below for related dry weather screening program activities and findings);

Fairfax County enforces illicit discharges through County Code Chapter 62, Fire Protection and Chapter 124, Stormwater Management (effective 7/1/14). Chapter 124 integrated previous Chapters 105 and 106 in Article 9 which addresses illicit discharges to state waters and the MS4. The Fire and Rescue Department's (FRD) Fire and Hazardous Materials Investigative Services (FHMS) section enforces County Code Chapters 62 which includes police powers to investigate and prosecute certain offenses including those related to storage, use, and transportation of hazardous materials and hazardous waste, and environmental crimes. The Department of Public Works and Environmental Services (DPWES) enforces County Code Chapter 124 which addresses illicit discharges to state waters and the county's MS4.

Illegal Dumping is addressed by County Code Chapter 46, Health of Safety Menaces. Procedural Memorandum No. 71-01, Illegal Dump Site Investigation, Response, and Cleanup, outlines the process of follow-up action for non-emergency incidents; illegal dumping; establishes action under Chapter 46; and provides referrals for action on complaints.

From January 1, 2015 to March 31, 2015, Stormwater Planning Division (SWPD) Code Specialists responded to two (2) suspected illicit discharges to the County MS4 or to state waters. In one case the discharge was promptly eliminated. In another case, the discharge was not directly observed by the inspector, but the inspector provided educational information on proper vehicle and equipment washing. Both investigations were closed. Illicit Discharges may also be identified through the County's Dry Weather Screening Program (discussed in more detail in section a.12(a) of this report). Dry weather screening is conducted in autumn each year in accordance with program standard operating procedures. There were no outfalls screened through the program during the time period covered by this annual report. Programs that can help to prevent, detect, and eliminate illicit discharges of sanitary wastes into the MS4 are implemented and documented by the Wastewater Management (WWM) and Capital Facilities (CAP) business areas of DPWES, and the Fairfax County Health Department. The Sanitary Sewer Infiltration Abatement Program conducts wastewater flow measurements and analysis to identify areas of the wastewater collection system with excessive inflow/infiltration problems, and uses closed circuit television (CCTV) to inspect trunk sewer mains in an effort to specifically identify defective sewer lines for repair and rehabilitation. From January 1, 2015 to March 31, 2015, 230,096 linear feet of old sewer lines and 2,782 linear feet of new sewer lines were inspected, resulting in the identification of sanitary sewer lines and manholes needing repair and rehabilitation. From January 1, 2015 to March 31, 2015, 22,729 linear feet of sanitary sewer lines were rehabilitated, bringing the total length of sewer lines repaired since the permit was issued in 2002 to 1,404,707 linear feet (about 266 miles).

The Sanitary Sewer Extension and Improvement Program, implemented by CAP, addresses pollution abatement and public health considerations by providing sanitary sewer service to areas identified by the Health Department as having non-repairable, malfunctioning septic systems. No Extension and Improvement projects were completed from January 1, 2015- March 31, 2015.

The Health Department mailed 2,762 flow diversion valve reminder notices from January 1, 2015- March 31, 2015. The notices are sent to homeowners on the anniversary of the installation of their septic system to remind them to turn their flow diversion valve once a year. The notice also reminds homeowners to pump out their septic tank every three to five years.

In 2015, 588 non-compliance letters were mailed to owners of homes that have not pumped out their septic tank during the five-year period required in Chapter 68.1 of the Fairfax County Code and the Chesapeake Bay Preservation Area Designation and Management Regulations. If a homeowner fails to comply, a follow-up letter is mailed to them informing them that action will be taken under the regulations to insure their septic tank is pumped out as required.

There were 18 new alternative onsite sewage systems approved in 2015, bringing the total number of alternative systems in Fairfax County to 876. It is required that each of these systems be inspected annually by a licensed operator and a report is filed with the Health Department. Regulations for these systems went into effect December 7, 2011. The Health Department has notified all owners of alternative onsite sewage systems who are not in compliance with the operation and maintenance requirements of the regulations.

a.7) Spill Prevention and Response

A program to prevent, contain, and respond to spills that may discharge into the Municipal Separate Storm Sewer System shall be implemented. The spill response program may include a combination of spill response actions by the permittee (and/or another public or private entity), and legal requirements for private entities within the permittees' jurisdiction (B.1.g).

When requested by first responders, 911 dispatch protocols or the Fire Marshal's Office, FRD's Hazardous Materials Response Team (HMRT) responds to reported incidents of hazardous material releases, spills and discharges in the county (regardless of whether the material has potential to enter the county-operated MS4, another system such as VDOT's, or waters of the state). The department maintains and tracks firefighter training/certification under OSHA 29 CFR 1910.120 (q) and NFPA 472. The HMRT conducts monthly training on each of the three shifts. Last year each shift conducted at a minimum 252 hours of training per month regarding hazmat technician operations for a total of 3024 hours per shift. The entire fire department operational personnel receive 4 hours per person of hazmat operations refresher training totaling approximately 4000 hours. The refresher training covers topics relating to hazard classes, container shapes, initial actions and chemical/physical properties. The Fire Marshal's Office maintains a contract with a major commercial hazardous materials response company to provide additional containment and clean-up support for large-scale incidents.

For the period of January 1, 2015 to March 31, 2015, FHMIS received 150 complaints. Approximately 43 of the complaints involved the actual release of various petroleum or chemical substances. Of the 43 releases, most involved the release of petroleum products including diesel fuel (two (2)), home heating fuel oil (two (2)), gasoline (six (6)), motor oil (four (4)), or hydraulic oil (two (2)). Other releases investigated involved antifreeze, paint, sewage, waste water discharges, water treatment chemicals and mercury. Storm drains or water ways were involved in five (5) of the releases. Documentation of individual releases and the county's responses is maintained by FHMIS.

In both emergency and non-emergency spills that reach the MS4, FHMIS enforces appropriate codes and ordinances to ensure that responsible parties take appropriate spill control and cleanup actions to protect and restore the environment.

The Fire and Hazardous Materials Investigative Services section of FRD monitors, on a long-term basis, contaminated sites that have a potential for the contaminant coming in contact with surface waters or stormwater management facilities. As a part of the oversight program, FHMIS, as an agent of the Director of DPWES, accepts, reviews and processes requests to discharge treated groundwater from remedial activities at contaminated sites into county storm sewers. FHMIS then monitors the discharge for the duration of the agreement. In 2014 the Hazardous Materials Technical Support Branch of FHMIS monitored six (6) oversight cases. Most of these oversight files involve contaminated underground storage tank sites.

The Fire and Rescue Department continued to maintain membership in the Fairfax Joint Local Emergency Planning Committee (FJLEPC), which includes representatives of Fairfax County, the City of Fairfax, and the towns of Vienna and Herndon. FRD updates its Hazardous Material Emergency Response Plan annually.

a.8) Industrial & High Risk Runoff

A program to identify and control pollutants in storm water discharges to the Municipal Separate Storm Sewer System (municipal landfills; other treatment, storage, or disposal facilities for municipal waste; hazardous waste treatment, storage, disposal and recovery facilities; facilities that are subject to EPCRA Title III, Section 313) and any other industrial or commercial discharge the permittee determine are contributing a substantial pollutant loading to the Municipal Separate Storm Sewer System shall be implemented under this program (B.1.h).

a.8 (a) Report on all inspections of any new or previously unidentified facilities.

Stormwater Planning Division (SWPD) finalized standard operating procedures (SOPs) for inspection of the industrial and high risk runoff (IHRR) facilities and began conducting facility inspections in accordance with these SOPs. From January 1, 2015 to March 31, 2015, SWPD's Code Specialists inspected nine (9) facilities from the IHRR list in

accordance with county SOPs. With the exception of one facility (Virginia Concrete Company – Mid Atlantic; VPDES permit number VAG110069) no significant pollutant discharges were discovered during the inspections. Virginia Concrete Company – Mid Atlantic was referred to the Virginia Department of Environmental Quality on March 27, 2015 for compliance review. Educational materials on stormwater best management practices were provided to facilities as part of the inspections.

a.8 (b) Report an updated list of all industrial storm water sources and VPDES permitted facilities that discharge into the MS4.

Fairfax County's current inventory of Industrial and High Risk Runoff (IHRR) facilities within the county's MS4 service area is 144.

a.9) Construction Site Runoff

A program to reduce the discharge of pollutants from construction sites (land disturbing activities equal to or greater than one acre) shall be implemented under this program (B.1.i).

a.9 (a) Report all Erosion and Sediment Control Plans the permittee has approved for sites disturbing greater than 1 acre of land for that year.

From January 1, 2015 to March 31, 2015, a total of 157 erosion and sediment (E&S) control plans for projects that would disturb a land area of 2,500 square feet or more were submitted and approved. Written monthly reports listing these individual sites were submitted to DEQ.

Fairfax County's E&S control program is fully approved by DEQ and is implemented by the Land Development Services (LDS) business area of DPWES. From January 1, 2015 to March 31, 2015, 5707 E&S inspections were performed through the county's Alternative Inspection Program on all sites under construction. Those E&S inspections represent 55 percent of the 10,480 total site inspections that were performed by Site Development and Inspection Division (SDID) personnel. The site inspections total also includes 1512 projects that were inspected for purposes other than strictly E&S control (e.g., pre-construction, streets, sanitary sewer, storm sewer, and project release).

From January 1, 2015 to March 31, 2015, SDID wrote 71 E&S control inspection reports (formerly called "20/30 reports"), which identify the E&S control deficiencies construction site operators (formerly called "developers") must correct within five days. Failure to comply within the specified time frame can result in issuance of a violation to the developer. From January 1, 2015 to March 31, 2015, SDID issued 2 violations and they were later resolved. SDID held 168 escrows for either landscaping or stabilization issues.

The Land Disturbance and Post Occupancy Branch of LDS investigates complaints alleging violations of Fairfax County's Erosion and Sediment Control Ordinance (Chapter 104). The branch also investigates complaints alleging violations of the county's Chesapeake Bay Preservation Ordinance (Chapter 118). From January 1, 2015 to March 31, 2015, the branch received 7 total complaints. In most instances, there was either no violation or there was timely compliance if a violation was cited. The branch issued 31 Notices of Violations (6 Resource Protection Area (RPA) violations and 25 land disturbance violations). The branch undertook one criminal proceedings to ensure compliance. Currently all RPA violations have been cleared, but two land disturbance violations are still being addressed.

Residents may report complaints about erosion and sedimentation to the county by phone, through e-mail, or anonymously on the web. Residents can visit the following website to find contacts for specific land development issues: http://www.fairfaxcounty.gov/dpwes/sitedevelopment/land_dev_concerns.htm

a.10) Storm Sewer Infrastructure Management

A program to maintain and update the accuracy and inventory of the storm sewer system shall be implemented. The permittee shall submit to the Department of Environmental Quality, Northern Virginia Office a plan and schedule by which the entire storm sewer Infrastructure will be mapped. The plans and schedule shall be submitted within 180 days of the effective date of this permit (B.1.j).

A Storm Sewer Infrastructure Management Plan and Schedule was submitted to DEQ on July 24, 2002, in accordance with the requirements of the permit. Fairfax County staff field verified the location of the storm drainage conveyance system on 436 tax map grids covering 399 square miles. The effort identified storm sewer pipes, outfalls and associated appurtenant structures, and resulted in the development of a GIS-based data layer which was completed in 2005. The requirements in the plan have been fulfilled and the infrastructure inventory is now continuously updated in accordance with the permit.

For the period January 1, 2015 to March 31, 2015, the GIS inventory was updated with new as-built plans and field verification of system components within identified easements. Five (5) as-built construction plans were digitized while continuing efforts to review the inventory's completeness and spatial accuracy resulted in updates to 22 tax map grids. Routine maintenance of the GIS-based stormwater easement database continues through 2015.

The county continued implementation of its infrastructure inspection and rehabilitation program. Over 4,200 pipe segments and over 4,200 storm structures were inspected with ground surface inspections and video or photo documentation during this period in 2015. Under the condition assessment program, more than 28 miles of pipe were videoed. The videos document the existing structural and service conditions of the interior of the storm drainage system. All of the inspection efforts represent nearly 85 miles, of the storm drainage network being photographed or screened for obvious deficiencies. The inventory continues to be assessed for ongoing repair of identified deficiencies. As a result of the inspection efforts, 0.5 miles of storm pipe was rehabilitated or repaired through replacement or by lining entire pipe segments using cured-in-place pipe lining methods.

a.11) Public Education

A public education program shall be implemented (B.1.k).

Fairfax County's public education program is an essential component of stormwater management. The program raises awareness about stormwater challenges throughout the county and offers opportunities for residents to become involved in efforts to restore and protect Fairfax County's local waterways, the Occoquan Reservoir, the Potomac River and the Chesapeake Bay. A number of county organizations contribute to the public education program including SWPD, Solid Waste Management (SWM), FCPA and NVSWCD as well as the regional Clean Water Partners (CWP). County staff used a variety of methods to provide public education including in-person presentations, print publications, television, radio and online resources.

Between January 1, 2015 and March 31, the county continued to implement a public education program to reach adults and children including public school students, homeowners, businesses and members of the general public. The program addressed topics such as watersheds; recognition and reporting of illicit discharges into the MS4; proper management and disposal of wastes, pesticides, herbicides and fertilizers; and stream cleanups and other stewardship opportunities. A detailed listing of public education efforts is included in Attachment 2.

a.12) Monitoring Programs

a.12 (a) Report on the Dry Weather Screening Program; (1) Number of outfalls inspected and test results; (2) Follow-up activities to investigate problematic areas and illicit dischargers.

The permittee shall continue ongoing efforts to detect the presence of illicit connections and improper discharges to the Municipal Separate Storm Sewer System. Representative outfalls of the entire Municipal Separate Storm Sewer System must be screened at least once during the permit term. Screening methodology may be modified based on experience gained during actual field screening activities and need not conform to the protocol at 40 CFR 122.26(d)(1)(iv)(D). Sample collection and analysis need not conform to the requirements of 40 CFR Part 136 (B.1.1.1).

Dry weather screening is conducted in autumn each year in accordance with program standard operating procedures. There were no outfalls screened through the program during the time period covered by this annual report.
a.12 (b) Report on the Wet Weather Screening Program; (1) Number of outfalls inspected and test results; (2) Follow-up activities to investigate problematic areas and illicit dischargers.

The permittee shall investigate, and address known areas within their jurisdiction that are contributing excessive levels of pollutants to the Municipal Separate Storm Sewer System. The Permittee shall specify the sampling and nonsampling techniques to be used for initial screening and follow-up purposes. Sample collection and analysis need not conform to the requirements of 40 CFR Part 136 (B.1.1.2).

From January 1, 2015 to March 31, 2015, Wet Weather Screening was conducted using the protocol, "Fairfax County Wet Weather Screening Program Plan" (2014). Two sites were monitored over one storm event on March 4, 2015. Runoff samples were collected via automated sampler and event mean concentrations (EMCs) calculated for total petroleum hydrocarbons, chemical oxygen demand, total phosphorous, total nitrogen, Kjeldahl nitrogen, nitrate-nitrite nitrogen, zinc, cadmium, copper, lead, chromium, nickel, hardness, suspended solids (TSS), ortho-phosphorous, and alkalinity. These two sites are part of a larger suite of 10 targeted sites that will be monitored during 40 storm events between 2014 and 2018 (every year two sites will be monitored quarterly). These sites were identified in industrial and commercial areas and were ranked according to their county land use code, potential to contribute pollutants to the MS4 and information gathered from field reconnaissance.

The water quality analysis indicates that the runoff from the 2014 permit year sites (sampled between January 1, 2015 to March 31, 2015) was not a significant source of pollutants to the MS4. Levels of three pollutants, copper, zinc, and Kjeldahl nitrogen (total) were elevated in the sample from site B. Nitrate-nitrite nitrogen levels were also slightly elevated in the sample for site A. The water quality analysis indicates that the runoff from the 2014 sites was not a significant source of pollutants to the MS4. Elevated copper, zinc, and nitrogen concentrations are common in urban and suburban runoff (Davis, Shokouhian and Ni, 2001)¹, (USGS 1993).²

¹ Davis, Allen P., Shokouhian M., and Ni, S. 2001. Loading estimates of lead, copper, cadmium, and zinc in urban runoff from specific sources. *Chemosphere, Volume 44, Issue 5, August 2001, Pages 997-1009*

a.12 (c) Report on the Industrial and High Risk Runoff Monitoring Program

The permittee may include monitoring for pollutants in storm water discharges to the Municipal Separate Storm Sewer System which include: municipal landfills; other treatment, storage, or disposal facilities for municipal waste; hazardous waste treatment, storage, disposal and recovery facilities; facilities that are subject to EPCRA Title III, Section 313. Monitoring may also be required on other industrial or commercial discharges the permittee determines are contributing a substantial pollutant loading to the Municipal Separate Storm Sewer System. Permittee may require the industrial facility to conduct self-monitoring to satisfy this requirement (B.1.1.3).

As mentioned in section a.8, Fairfax County has continued improvement of the IHRR inspection program and finalized SOPs to identify and control pollutants in stormwater discharges to the MS4 from IHRR facilities.

As part of the effort to screen for possible discharges of significant pollutants, the Code Specialists review DMRs submitted to the County by facilities holding VDPES permits.

The county has an SOP document for staff review of DMRs. The SOP covers procedures to inform DEQ of facilities that fail to submit DMRs to the county. DMRs for industrial stormwater VPDES permitted facilities are required to be submitted on a semiannual basis with due dates of January 10th and July 10th. For the January 10, 2015 submission date, the county did not receive DMRs from six (6) permitted industrial stormwater facilities and subsequently notified DEQ.

During the first quarter of 2015, no facility was required to conduct additional monitoring or self-monitoring.

a.12 (d) Report on the Watershed Monitoring Program; (1) Monitoring plan; (2) Summarize the implementation including, Storm Event Data, Station test results, Seasonal Loadings and Yearly Loadings.

The permittee shall develop a long-term monitoring plan and trend analysis to verify the effectiveness and adequacy of control measures in the County's Storm Water Management Plan and to identify water quality improvement or degradation. The permittee shall submit an approvable monitoring program to the Department of Environmental Quality no later than one year from the effective date of this permit. The program shall be implemented within two years of the effective date of the permit. Monitoring shall be conducted on representative stations to characterize the quality of storm water in at least two watersheds during the term of this permit (C.1).

For the period of January 1, 2015 to March 31, 2015, there were no measurable storm events to collect samples at the two monitoring sites, Henderson Road in Occoquan (OQN) and Kingsley Avenue in Vienna (VNA) in accordance with Fairfax County's Watershed Water Quality Monitoring Program (2003). The tables below contain information collected during the previous periods of collection. Table 1 contains the median, high and low concentrations of each of the nine constituents during the period from 2005 to 2014.

In addition, statistical analyses using the Mann-Whitney 2-sample test were performed to determine if there were significant differences between constituent concentrations at the two stations. In 2014, as in 2013, 2012, 2011 and 2010, the analysis found significant statistical differences for concentrations of all of the nine constituents measured at the two sites. In addition, seasonal and annual unit-area constituent loadings for 2014 were calculated and are presented in Table 2.

Table 1: Results of statistical analysis to determine if there is a significant difference between observed constituent concentrations at Vienna and Occoquan Stations for 2005 through 2014

Constituent	Vienna Median	Vienna High	Vienna Low	Occoquan Median	Occoquan High	Occoquan Low	Differences Statistically Significant?
NH ₃ -N	0.18	0.73	0.00	0.01	0.27	0.00	YES
COD	52	292	12	20	122	0	YES
<i>E. Coli</i>	1,295	200,000	0	338	59,100	20	YES
Fecal Strep	5,350	129,000	14	650	51,000	18	YES
NO ₃ +NO ₂ -N	0.73	1.64	0.16	0.44	0.73	0.10	YES
TDS	115	836	41	98	160	71	YES
TKN	1.60	11.30	0.48	0.57	2.41	0.00	YES
TP	0.30	1.61	0.05	0.05	0.80	0.00	YES
TSS	52.5	1207	4.9	14.5	485	1.40	YES

All constituent units are expressed in milligrams per liter, other than *E. coli* and Fecal Strep which are in colonies per 100 milliliters. Statistical significance was based on a Mann-Whitney 2-sample test at a 0.1 significance level.

Table 2: Computed seasonal and annual unit-area constituent loadings at monitored locations for 2014

Constituent	Winter Vienna	Winter Occoquan	Spring Vienna	Spring Occoquan	Summer Vienna	Summer Occoquan	Fall Vienna	Fall Occoquan	Annual Vienna	Annual Occoquan
NH ₃ -N	0.19 6	0.006	0.18 4	0.041	0.12 6	0.009	0.06 9	0.008	0.57 4	0.064
COD	53	6	56	23	35	5	57	7	202	41
<i>E. Coli</i>	.66	.20	29.0 7	15.35	103. 73	14.64	16.8 7	4.55	150. 32	34.74
Fecal Strep	3.77	0.79	39.7 8	13.40	80.2 1	25.95	47.6 9	4.46	171. 44	44.60
NO ₃ +N O ₂ -N	0.58	0.14	0.70	0.21	0.45	0.13	0.31	0.09	2.04	0.57
TDS	161	35	116	45	50	30	68	26	395	137
TKN	1.31	0.13	2.52	0.53	1.02	0.21	0.66	0.14	5.51	1.01
TP	0.19	0.01	0.21	0.13	0.21	0.03	0.27	0.03	0.89	0.20
TSS	71	3	75	79	75	14	87	17	307	113

All loadings are expressed in pounds per acre, except for *E. coli* and Fecal Strep which are in billions of colonies per acre. To compute total loads in pounds or billions of colonies, unit-area loading was multiplied by the drainage area of the monitoring station in acres.

a.12 (e) Report on the Bioassessment Monitoring Program; (1) Monitoring plan; (2) Summarize test results.

The permittee can use and is encouraged to use a rapid bioassessment monitoring program to demonstrate the effectiveness of the stormwater management plan. The program will be implemented within one year of the effective date of the permit and an approvable program must be submitted within six months of the effective date of the permit (C.2).

A probability-based site selection sampling methodology was used to identify randomly-selected stream bioassessment locations throughout Fairfax County. These sites were stratified and proportionally distributed throughout the county based on Strahler stream order applied to all perennially flowing streams in Fairfax County. This methodology eliminates any site selection bias and is commonly used as a cost-effective way of obtaining a statistically defensible determination of stream conditions at a countywide scale.

For the period of January 1, 2015 to March 31, 2015, 38 randomly identified sites within Fairfax County were sampled for benthic macroinvertebrates as part of the annual probabilistic monitoring program. Once analyzed, these samples will be used to calculate the multi-metric Index of Biological Integrity (IBI) developed for the aquatic benthic macroinvertebrate communities within Fairfax county. IBI results were produced after March 31, 2015. a.12. (f) Report on the Floatables Monitoring Program

The permittee shall conduct surveys of floatables. The intent of the survey is to document the effectiveness of the litter control programs for the Municipal Separate Storm Sewer System. Surveys shall be done in accordance with the following procedures: c) The above may be accomplished through the "Adopt a Stream" program referenced in Part I.B.1.k.2 (C.3.c).

In 2014 SWPD developed a logical model to organize and analyze data collected using the Trash Assessment for Improved Environments (TAFIE) stream condition assessment protocols and data forms. TAFIE data is collected by the county as well as by volunteer groups to be integrated and compared with stream cleanup data collected using similar methodologies (particularly the Alice Ferguson Foundation's Visible Trash Survey and the International Coastal Cleanup), as well as allow cleanup data to be merged with other permit-related information (for example, stream cleanup results and stream biomonitoring data).

The county continued to work with and support the following organizations that coordinate large and small-scale volunteer cleanups:

- Clean Fairfax Council
- The Alice Ferguson Foundation (Potomac River Watershed Cleanup)

Clean Fairfax Council does not have data to report on for January 1 – March 31, 2015.

The county continued to provide support and staff for various stream and river cleanup events. During January 1 and March 31, 2015, approximately 49 sites were identified throughout the county for the Alice Ferguson Foundation's annual Potomac River Watershed Cleanup.

Fairfax County Park Authority county-wide clean up days were held at seven (7) parks between January 1-March 31, 2015.

The county continued to promote the "Adopt a Stream" program. SWPD distributed copies of its Floatables Monitoring Program Brochure to various public offices and during educational activities and outreach events throughout the county. The brochure was also made available on the county Stream Litter website:

<http://www.fairfaxcounty.gov/dpwes/stormwater/streamlitter.htm>

Stream cleanup event organizers were encouraged to record their cleanup information on the Floatables Data Reporting Form (available in the brochure or on the county website) and return the completed form to the county.

b) Proposed Changes to the Stormwater Management Program

Storm Water Management Program Review and Update (B.4).

In 2009 Fairfax County and Fairfax County Public Schools proposed to DCR that the two jurisdictions be covered by the county's Phase I MS4 permit. The arrangement would be contingent upon the two jurisdictions submitting formal documentation to the state outlining the commitments of each jurisdiction and upon renewal of the county's Phase I MS4 permit. In 2009 the county and Public Schools drafted a memorandum of understanding (MOU) outlining the roles and responsibilities of each jurisdiction that pertain to specific requirements of the MS4 permit. In 2013, Fairfax County Public Schools was issued a renewed Phase II MS4 permit (VAR040104). Both parties are working to address requirements which may impact specific terms of the draft MOU and are continuing toward finalizing the document.

c) Assessments of controls and the fiscal analysis of the effectiveness of new controls established by the Stormwater Management Program

As the county approaches build-out conditions, it has become increasingly challenging to mitigate the impacts of impervious area and nonpoint source pollution on streams. Several efforts through the existing stormwater management program are helping to reduce or minimize water quality impacts. They include: the mandate of controls (BMPs) by the Stormwater Management Ordinance (Chapter 124); development and implementation of Comprehensive Watershed Management Plans; development of a retrofitting program for existing developed areas; and ongoing changes to stormwater management codes, policies, ordinance, and guidelines.

d) Annual Expenditures for the Stormwater Management Program and Budget

The county does not track expenditures to meet permit requirements separately from its overall stormwater program administered by DPWES, nor do other agencies track the resources they have expended on programs that contribute towards meeting MS4 permit conditions. The actual expenditures for the period of January 1, 2015 to March 31, 2015 are \$5.1 million.

In FY 2006 the Board of Supervisors dedicated the value of one penny of the real estate tax, or approximately \$20 million annually to stormwater capital projects. As part of the FY 2010 Adopted Budget Plan, a new service district was created to support the stormwater management program, as authorized by Virginia Code Annotated Sections 15.2-2400. As part of the FY 2016 budget, the Board of Supervisors increased the stormwater service district levy to \$0.0250 (two and a half cents) per \$100 of assessed real estate value. The stormwater service district will generate approximately \$56.5 million in FY 2016 that will be dedicated to funding the entire stormwater management program which includes both staff operating requirements and stormwater capital projects.

e) Identification of water quality improvements or degradation

Fairfax County continues to use the monitoring programs identified within this report to track the water quality of streams within the county. The county also stays abreast of DEQ's water quality assessment program to track and address Total Maximum Daily Loads (TMDLs). To date, the following TMDLs have been established in Fairfax County:

- Bacteria (Fecal Coliform and/or E. coli):
 - Accotink Creek
 - Four Mile Run
 - Bull Run
 - Pope's Head Creek
 - Difficult Run
 - Hunting Creek (includes Cameron Run and Holmes Run)

- Sediment (Benthic Impairment):
 - Bull Run
 - Pope's Head Creek
 - Difficult Run
- PCBs: Tidal Potomac (includes Accotink Creek, Belmont Bay, Dogue Creek, Four Mile Run, Gunston Cove, Hunting Creek, Little Hunting Creek, Occoquan River and Pohick Creek)

The county will continue to implement best management practices to control stormwater pollutants, meet regulatory requirements, and take a holistic approach to watershed restoration and preservation. Efforts include enhanced infrastructure maintenance and inspections, implementation of watershed management plans, a continued construction inspection program, and ongoing outreach efforts to increase public awareness. It is anticipated that these efforts will have a positive long-range impact on the future health of county watersheds, will help to satisfy stream water quality standards and support the goals of restoring both local waterways and the Chesapeake Bay.

Attachment 1: Fairfax County's Watershed Management Plans

The following is a list of Fairfax County's thirteen watershed management plans. The date of plan adoption is specified as well as the watershed or watersheds that were included in the watershed planning group.

1. Little Hunting Creek Watershed Management Plan (February 2005)
 - Included watershed: Little Hunting Creek
2. Popes Head Creek Watershed Management Plan (January 2006)
 - Included watershed: Popes Head Creek
3. Cub Run and Bull Run Watershed Management Plan (February 2007)
 - Included watersheds: Cub Run and Bull Run
4. Difficult Run Watershed Management Plan (February 2007)
 - Included watershed: Difficult Run
5. Cameron Run Watershed Management Plan (August 2007)
 - Included watershed: Cameron Run
6. Middle Potomac Watersheds Management Plan (May 2008)
 - Included watersheds: Bull Neck Run, Dead Run, Pimmit Run, Scotts Run, and Turkey Run
7. Pohick Creek Watershed Management Plan (December 2010)
 - Included watershed: Pohick Creek
8. Sugarland Run and Horsepen Creek Watershed Management Plan (December 2010)
 - Included watersheds: Sugarland Run and Horsepen Creek
9. Belle Haven, Dogue Creek and Four Mile Run Watershed Management Plan (January 2011)
 - Included watersheds: Belle Haven, Dogue Creek, and Four Mile Run
10. Lower Occoquan Watershed Management Plan (January 2011)
 - Included watersheds: High Point, Kane Creek, Mill Branch, Occoquan, Old Mill Branch, Ryans Dam, Sandy Run, and Wolf Run
11. Nichol Run and Pond Branch Watershed Plan (January 2011)
 - Included watersheds: Nichol Run and Pond Branch
12. Accotink Creek Watershed Management Plan (February 2011)
 - Included watershed: Accotink Creek
13. Little Rocky Run and Johnny Moore Creek Watershed Plan (February 2011)
 - Included watersheds: Little Rocky Run and Johnny Moore Creek

Print copies of final approved plans are available at the SWPD office, Fairfax County Public Libraries, and Board of Supervisors District offices. Digital copies are available upon request from the SWPD and are available online at <http://www.fairfaxcounty.gov/dpwes/watersheds>.

Attachment 2: 2015 Public Education Program

Public Education Effort	Topics Addressed	Audiences	Statistics	Lead Organizations
Supervisor Hyland's Annual Town Hall Meeting January 31, 2015	Environmental awareness, watershed-friendly behaviors, native plants, saving water at home, pick up the pet waste, promoting pollinators, proper waste management and recycling	General public	200-300 visitors	Mount Vernon District Supervisor Gerry Hyland
Podcasts (aired on Fairfax County website)	safe winter sidewalks without salt; the fall cankerworm; general tree care	General public	350 listeners per program (each program airs for two weeks) not able to determine the number of listeners for the dates specified.	Department of Public Works and Environmental Services (DPWES)
Fairfax County's Environmental Facebook Page	Springfest 2015, household hazardous waste, Big Rocky Run planting (Video), free document shredding for county residents, the Environmental Quality Advisory Council (EQAC)	General public	706 "Likes" (not able to determine the number of 'likes' for the dates specified).	DPWES
SlideShare PowerPoint Presentations (online)	Stream restoration projects at Dead Run, the Huntington Levee project, Huntsman Lake Dredging, stormwater program update to McLean Citizens Assoc., Indian Run Stream Restoration, Stormwater programs that impact business, Banks property stream restorationand	General public	Not able to determine the number of views for the dates specified	DPWES
Public Service Announcements (County website, television and YouTube)	Plastic bags, "Stormy the Raindrop," cigarette butts, flood prevention, tree pests, FOG, Only Rain Down the Drain, litter, fish relocations, fishing rodeo, New video entitled "Watching Paint Dry – Proper Latex Paint Disposal launched on on county's environment news feed	General public	On-going programs	DPWES, Fairfax County Channel 16

Public Education Effort	Topics Addressed	Audiences	Statistics	Lead Organizations
Stormwater Presentations	Watersheds, ecosystem health, and stormwater management	Elementary school students	More than 170 students	Stormwater Planning Division (SWPD)
News Releases and other information posted to NewsWire (sent to the media)	FAQs about the fall cankerworm, Friends of Trees, Land Conservation and Tree Preservation Awards,	Media	Four news releases were sent to the media	SWPD, WWM, UFMD
Staff Interviews (Local and National Media)	Sanitary sewers overflows, a fish kill in Holmes Run, wastewater trouble response, snakeheads in local streams, native plant installation at Big Rocky Run.	General public	Approximately 5 interviews by television, radio and print reporters	SWPD, WWM, Urban Forestry
Sewer Science Laboratory	Distinguishing between storm drainage versus sanitary sewer systems	High school students	1,651 students (15 high schools, 60 classes, 20 teachers)	Wastewater Management (WWM)
Water Quality Field Day	Water Quality and stormwater and wastewater management	Elementary school students	136 students (5 schools and 8 teachers)	SWPD, WWM
Clean Fairfax Council Online Information	Litter, environment	General public	Approximately 100,000 impressions (i.e., web hits, tweets, Facebook)	Clean Fairfax Council
Support to Fairfax County Visitors' Center	Environment	General public	Targeted over 15000 residents and businesses with marketing for event, over 50,000 views for website/facebook/ other social media	Clean Fairfax Council
SpringFest	Environmental Fair	General Public and Environmental Groups	More than 5,000 attendees and approximately 25 environmental organizations	Clean Fairfax Council
Johnnie Forte Environmental Grant Program	Annual grants to support environmental projects awarded in January of each year	Public schools	6 Environmental Education and Action grants (between \$500-\$1000) awarded to Fairfax County Public Schools	Clean Fairfax Council (CFC), SWM

Public Education Effort	Topics Addressed	Audiences	Statistics	Lead Organizations
Television, print, internet advertising, www.onlyrain.org , banner ads and public service announcements	Pet waste, used motor oil, over fertilization of lawns and general stormwater pollution reduction measures (regional stormwater public education campaign)	General public	4 TV ads, aired on 12 channels (incl. 3 Spanish-language) 3,502 times, 3,193,924 viewers; Banner ads were aired 527,863 times; 500 online survey responses (the above information is from the 2014 campaign) the information from the 2015 campaign is from July 1, 2014 through June 30, 2015.	Clean Water Partners
Wonders of Water Journey Programs	Various topics of the water cycle	Girl Scouts	3 programs served 58 scouts	FCPA
Lake and Stream Valley Cleanup Days	Litter, water protection, stewardship	General public	Hosted at seven parkstream locations	FCPA
Storm Drain Marking Program	Stewardship, nonpoint source pollution, proper disposal of wastes	General public	Winter season: 361 projects, 80 storm drains, 650 households educated, 484 volunteers contributing 1,420 volunteer hours Ordered 1,800 storm drain labels for FY2016	Northern Virginia Soil and Water Conservation District (NVSWCD)
Enviroscape® Model Presentations	Nonpoint source pollution prevention, watersheds	Children	1 teacher training	NVSWCD
Watershed Calendar	Watershed Events and Trainings	General Public	1,338 recipients monthly	NVSWCD
Volunteer Stream Monitoring Program	Watershed awareness, stream health	General Public	21 site leaders monitored 17 sites four times per year; 25 residents attended workshops and field trips	NVSWCD
<i>Conservation Currents</i> Newsletter	Stream health, stream monitoring, stream restoration, stewardship	General public	2,500 copies distributed: print, email. Online and in print; posted online http://www.fairfaxcounty.gov/nvswcd/newsletter/.htm	NVSWCD
Technical Assistance Site Visits	Drainage and erosion	Homeowners and HOAs	90 site visits	NVSWCD

Public Education Effort	Topics Addressed	Audiences	Statistics	Lead Organizations
Solving Drainage and Erosion Problems Website for Homeowners	Drainage and erosion, controlling runoff	Homeowners	34,000+ page views, nearly 28,000+ visitors	NVSWCD
NVSWCD Website	Managing land, protecting water quality, controlling stormwater, preventing erosion, encouraging native vegetation	Homeowners	85,481 views and 60,463 by 124,741 visitors	NVSWCD
Earth Friendly Suburban Horse Farming Publication	Stewardship	Horse-keeping community	Distributed at events and online with more than 7,000 views of guide and related articles	NVSWCD
Conservation Planning	Nutrient management and composting	Horse-keeping operations	Managers of 663.8295 acres received education. Conservation plans included instructions for 2,850 linear feet of new vegetated buffer and 11,093 linear feet of replanted stream buffers.	NVSWCD
"Build-your-own" Composter Workshops	Composting	General public	17 participants constructed 12 tumbler-style composters	NVSWCD
Watershed Friendly Garden Tour (June)	LID practices (that can be adopted at home or area schools)	General public	Preparations made for June 2015	NVSWCD
Rain Garden Workshops	LID practices	Residents and industry professionals	Prepared for workshop later in the year	NVSWCD
<i>Residential LID Landscaping Guide</i> (hard copy and electronic formats)	LID, design and installation information, sources of supplies, plant materials	Homeowners	Published, 280 downloads	NVSWCD
Northern Virginia Rain Barrel Initiative	LID practices	General public	Two rain barrel events with 26 participants, 59 rain barrels. Since 2007 barrels distributed capture more than 200,000 gallons of stormwater from county roofs annually.	NVSWCD

Public Education Effort	Topics Addressed	Audiences	Statistics	Lead Organizations
Artist Rain Barrel Program	LID practices	Students	12 local artists painted rain barrels which were on display across Northern Virginia region. 36 teams of students painted and decorated rain barrels for auction at an Earth Day event.	NVSWCD in partnership with Northern VA Rain Barrel Program
<i>Rain Garden Design and Construction: A Northern Virginia Homeowner's Guide</i> (hard copy and electronic formats)	LID practices, instructions and calculations needed to build a rain garden	Homeowners	Distributed in print and online with 4,328 downloads	NVSWCD, FCPA
SCRAPmail	Electronic resource available by email subscription (news, event announcements, updates, reviews of environmental education resources available to county schools)	Teachers, students, school administrators	250 subscribers (messages sent quarterly)	Schools/County Recycling Action Partnership
Household Hazardous Waste Management Program	Proper disposal of household hazardous wastes	County residents	Program now available 7 days per week	Solid Waste Management (SWM)
E-Waste Recycling Program	Recycling	County residents	Program now available 7 days per week	SWM
Used cooking oil recycling	Program for recycling used cooking oil	County residents	Used cooking oil collected sent for use as alternative fuel	SWM
Unused Latex Paint	Program for re-use of latex paint	County residents	Partnership with Habitat for Humanity to utilize unwanted latex paint	SWM
Solid Waste Management Recycling Web Content	Recycling and Source Reduction	General public	17,201 visits (most viewed portion of the DPWES website)	SWM
Solid Waste Management Outreach and Facility Tours	Outreach to FCPS fourth-graders to support schoolwide project regarding recycling	Fairfax County Public School students	Over 20 presentations to about 700 students and parents	SWM
Solid Waste Management "listserv"	Trash collection and Leaf Collection	Residents	2,150 subscribers (messages sent monthly)	SWM
Shredding Sponsored Events	Document shredding	Residents	One shredding events btw Jan 1 and March 31	SWM

Public Education Effort	Topics Addressed	Audiences	Statistics	Lead Organizations
Rechargeable Battery Recycling	Recycling	General public	Collection boxes available at County Board of Supervisors' offices and county government buildings	SWM with industry-funded Rechargeable Battery Recycling Corporation Program
Annual <i>Go Recycle</i> Radio Campaign	Recycling	General public	Two weeks of announcements regarding recycling on five major Washington DC radio stations planned for 2015.	SWM with the Metropolitan Washington Council of Governments
Regional KnowToxics Program	Federal and state regulations requiring proper disposal or recycling of spent fluorescent lamps, rechargeable batteries, computers and related electronics	Business owners	More than 3500 visits to the KnowToxics website	SWM with the Northern Virginia Regional Commission (NVRC)
Solid Waste Managers "train the trainer"	Proper management of universal waste and hazardous waste	Commercial Property Managers and General Public	75 attendees at 2015 training event	SWM with NVRC

INFORMATION – 2

Contract Award – Professional Auditing Services

The Code of Virginia (Code) section 15.2-2511 requires localities to have all their accounts and records, including all accounts and records of their constitutional officers, audited annually as of June 30 by an independent certified public accountant in accordance with the specifications furnished by the Auditor of Public Accounts. Further, the Code requires that every locality shall contract for the performance of the annual audit not later than April 1 of each fiscal year.

On August 21, 2015, Fairfax County issued a Request for Proposal (RFP2000001713) for Professional Auditing Services for the County. The solicitation was advertised in accordance with the requirements of the Fairfax County Purchasing Resolution, with six firms responding with a proposal by the closing date of September 18, 2015. The Selection Advisory Committee (SAC) unanimously agreed to award the contract to Cherry Bekaert, LLP.

The SAC evaluated each firm's proposal against criteria set forth in the RFP which included qualifications, expertise and experience; as well as audit approach. After initial review, the three highest ranked offerors were invited to participate in informal discussions with the SAC which explored in more depth certain aspects of each firm's submitted proposal. At the conclusion of the informal discussions and after obtaining positive responses from the reference checks, the top ranked offer, Cherry Bekaert, LLP, was asked to submit a cost proposal. In addition to successful agreement on cost, Cherry Bekaert, LLP has been selected based on the following considerations:

- Serves over 150 local government entities and has a large Virginia presence.
- Has an experienced management team and staff, with the lead partner very familiar with Fairfax County operations.
- Audit approach reflects an excellent understanding of the complexities of the County, including the special needs posed by the Fairfax County Redevelopment and Housing Authority, Fairfax County Public Schools (FCPS) and the other discreetly presented component units. In addition, the audit approach considers the County and FCPS' use of SAP, and Cherry Bekaert staff are very experienced with this enterprise resource planning system.
- Strong experience working with local governments, school boards and housing authorities on the changing requirements of the Single Audit Act and the related Uniform Grant Guidance.

Board Agenda Item
February 16, 2016

The Department of Tax Administration has verified that Cherry Bekaert, LLP holds a current Fairfax County Business, Professional and Occupational License.

Unless otherwise directed, the Purchasing Agent will execute a contract for professional auditing services with Cherry Bekaert, LLP.

FISCAL IMPACT:

The audit fees for the audit of fiscal year 2016 have been negotiated for a base maximum of \$1,264,474 and a non-recurring year one start-up cost of \$59,836; additional work beyond the base contract is not to exceed \$200,000 without Board approval. Fiscal year audits for 2017, 2018, 2019, and 2020 will include an increase in the audit fee for each year as provided for by the Bureau of Labor Statistics, Consumer Price Index (CPI-U), Table 10, U.S. City Averages for the South Atlantic region. In the event that the Index rate for that year is negative, the fee for that fiscal year will remain unchanged. This contract provides three annual renewal options starting fiscal year 2021 to be mutually agreed upon.

ENCLOSED DOCUMENTS:

Attachment 1 – List of Offerors for RFP2000001713

STAFF:

Joseph M. Mondoro, Chief Financial Officer, Director Department of Management and Budget

Cathy A. Muse, Director, Department of Purchasing and Supply Management

Christopher J. Pietsch, Director, Department of Finance

Attachment 1

List of Offerors

NAME	SWAM STATUS
Cherry Bekaert LLP	Large
Clifton Larson Allen LLP	Large
Grant Thornton LLP	Large
KPMG LLP	Large
McGladrey LLP	Large
SB & Company, LLC	Minority-Owned Small

Board Agenda Item
February 16, 2016

11:30 a.m.

Matters Presented by Board Members

12:20 p.m.

CLOSED SESSION:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).
 - (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).
 - (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).
-
- 1. *Eric S. Clark v. The County of Fairfax, Virginia, John H. Kim, T. B. Smith, and John Spata*, Case No. 15-1705 (U.S. Ct. of App. for the Fourth Cir.)
 - 2. *Christopher Alipui v. Biggs J. Byerson, John Doe (White Male Officer), John Doe (White Male Officer), John Doe (Duty Sergeant), John Doe (Lady Detective)*, Case No. 15-7019 (U.S. Ct. of App. for the Fourth Cir.)
 - 3. *Moira Callaghan, Robert Sawicki, Carrie Sawicki, David Okerson, Barbara Okerson, Judith Strother, and Kris Capps v. Fairfax County Board of Supervisors, Fairfax County Park Authority, and Reston Dogs, Inc.*, Case No. CL-2014-0003016 (Fx. Co. Cir. Ct.) (Hunter Mill District)
 - 4. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Wells Fargo Bank, N.A.*, Case No. CL-2016-0000989 (Fx. Co. Cir. Ct.) (Hunter Mill District)
 - 5. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Yongchao Wang and Equity Trust Company Custodian FBO Shujun Ding IRA*, Case No. CL-2016-0001188 (Fx. Co. Cir. Ct.) (Sully District)
 - 6. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Ron Decesare, Jr., and Jean M. Petruccio*, Case No. CL-2016-0001187 (Fx. Co. Cir. Ct.) (Mason District)
 - 7. *Sunhae Ok, individually and as parent and next friend of J.O. and J.Y.O. v. Stephen Thomas and Fairfax County*, Case No. GV15-001423 (Fx. Co. Gen. Dist. Ct.)

Board Agenda Item
February 16, 2016
Page 2

8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Lynn Solliday Todorov*, Case No. GV15-006699 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

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3:30 p.m.

Decision Only to Approve a Real Estate Exchange Agreement Between the Board of Supervisors and AvalonBay Communities, Inc. ("AvalonBay") and to Approve the Purchase of Property from 5827 Columbia Pike Associates, LLC, an Affiliate of Landmark Atlantic, Inc. ("Landmark") (Mason District)

ISSUE:

Decision only to consider the disposition of County-owned property totaling approximately 1.49 acres identified as Tax Maps 61-2 ((19)) parcels 5A and 11A ("County Land") as required by Va. Code Ann. § 15.2-1800 (2012). The disposition of the County Land will be considered through a Real Estate Exchange Agreement ("REEA") between the Board of Supervisors and AvalonBay concerning a portion of the property identified as Tax Maps 61-2 ((1)) parcels 113, 113A, 113C and 114 and 61-4 ((30)) parcels 15 and 17, totaling approximately 4.47 acres ("Avalon Land"). The public hearing also considered the purchase by the Board of adjoining land identified as Tax Map 61-2 ((1)) parcel 12A and totaling approximately 1.44 acres, from Landmark ("Landmark Land") for the primary purpose of a road connection to Seminary Road and new open space. The County Land, Avalon Land and Landmark Land shall hereafter be collectively known as the "Subject Property." It is intended that, in the future, a rezoning action will be considered on the Subject Property to permit residential development by AvalonBay and a future County office site, as well as the connection to Seminary Road.

RECOMMENDATION:

The County Executive recommends the Board approve the disposition of the County Land through an REEA with AvalonBay providing for an exchange of real property and joint infrastructure development in conjunction with the development of the Subject Property, and that the Board approve the purchase of the Landmark Land, primarily for public roads and open space.

TIMING:

On December 8, 2015, the Board authorized advertisement of the public hearing to be held on January 12, 2016, at 3:00 p.m. After the public hearing was held on January 12, 2016, decision only was deferred to February 2, 2016, at 3:30 p.m. at which time the decision only was deferred to February 16, 2016 at 3:30 p.m.

BACKGROUND:

The County is the owner of the County Land (approximately 1.49 acres), AvalonBay is the contract purchaser of the Avalon Land (approximately 4.47 acres), and Landmark is the owner of the Landmark Land (approximately 1.44 acres). These land areas are

shown, approximately, on Attachment 1, with the County Land shown as Area A, the Avalon Land shown as Areas B1 and B2, and the Landmark Land shown as Area C.

The Comprehensive Plan recommends that, with consolidation of at least five acres, the Subject Property may be appropriate for retail/office/residential mixed-use development at an intensity of up to 2.25 FAR. In addition, the Comprehensive Plan calls for a road realignment to connect Seminary Road with Columbia Pike and Moncure Avenue through the eastern portion of the Subject Property. The road realignment through the Subject Property will necessitate the removal of the office building on the Landmark Land.

The County Land is the site of the Baileys Crossroads Community Shelter ("Shelter"), identified in the adopted Capital Improvements Plan ("CIP") for reconstruction. In addition, the CIP identifies a need for a number of community services, currently housed in leased space in the area, to be consolidated into County-owned space in an East County Human Services Center ("ECHSC"), which could be constructed on the future County office site.

AvalonBay will seek rezoning of the Subject Property to permit the construction of a residential mid-rise apartment development of approximately 375 dwelling units, a future County office building, which may house the ECHSC, and the connection to Seminary Road. As proposed, the residential development would be located on the western portion of the site, fronting Moncure Avenue. The County office building would be located on the eastern portion of the site, fronting on the new road (the first phase of the connection to Seminary Road envisioned by the Comprehensive Plan).

The initial step in this process is for the County to purchase the Landmark Land (Area C shown on Attachment 1) to effectuate the first phase of the road network envisioned by the Comprehensive Plan and to allow for development of the entire site in a more comprehensive, cost effective manner. After purchase of the Landmark Land, the County's holdings will total approximately 2.93 acres (Areas A and C). The second step is for the County and AvalonBay, through the REEA, to exchange an equal amount of real estate such that AvalonBay's property is located on the western side of the site (Areas A and B1) and the County's property is consolidated on the eastern side of the site (Areas B2 and C). The REEA will provide for common infrastructure and rezoning costs to be shared between the County and AvalonBay.

The REEA will not require the County to move forward with any specific development of the future County office site, such as, for example, the ECHSC; any such design and construction will be subject to future Board approval. The Shelter on the County Land will be relocated to another site in the area prior to the AvalonBay residential development. The design and construction of both the temporary and permanent locations of the Shelter will also be subject to future Board approval.

Major terms of the Purchase Agreement with Landmark are as follows:

1. Purchase of the Landmark Land (Area C shown on Attachment 1) for a total of \$6,600,000; \$ 6,350,000 of which will be paid by the County and \$250,000 of which will be paid by AvalonBay pursuant to the REEA.
2. The purchase is contingent upon approval of the joint rezoning application to be pursued by AvalonBay.
3. Provided that the building on the Landmark Land is vacant, the County is prepared to close on this transaction within 30 days after approval. At closing, the existing lease of a County-sponsored dental clinic located within the existing Landmark building will terminate, and all rent will abate (which would otherwise be the County's responsibility through June 30, 2018).

Major terms of the REEA with AvalonBay are as follows:

1. Exchange of the County Land (Area A shown on Attachment 1) for approximately 1.49 acres of the Avalon Land (Area B2 shown on Attachment 1).
2. Closing on this exchange is contingent upon approval of the joint rezoning application to be pursued by AvalonBay, which shall not be later than July 1, 2017.
3. AvalonBay will place an \$800,000 deposit in escrow which will be forfeited in the event of a default on the REEA by AvalonBay.

The full text of the Purchase Agreement with Landmark and the REEA with AvalonBay are available online at: <http://www.fcrevite.com/SEQDocuments.pdf>

FISCAL IMPACT:

The County will pay \$6,350,000 to purchase the Landmark Land with an estimated \$880,000 in additional funds required for the demolition of the office building currently on the Landmark Land. Total funding is available in Fund 40010, County and Regional Transportation Projects, in the amount of \$7,230,000 for the property as Right of Way (ROW) acquisition for a future street connection between Columbia Pike and Seminary Road. Transportation staff will return to the Board in February 2016 to request this authorization, and the funding will formally be moved as part of the FY 2016 Carryover Review.

The County's share of the rezoning and common infrastructure costs to support the Development Agreement with AvalonBay will be approximately \$147,000. Funding is available to authorize the Development Agreement in Fund 30010, General Construction and Contributions, Project 2G25-085-000, Public Private Partnership Development.

The estimated cost for the relocation of the Shelter to a temporary location will be \$2,100,000. Funds are available in the amount of \$1,100,000 in Fund 30010, General

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Construction and Contributions, Project HS-000013, Bailey's Homeless Shelter. The additional \$1,000,000 will be reallocated from balances available in Project HS-000005, Merrifield Center, as part of the FY 2016 Third Quarter Review.

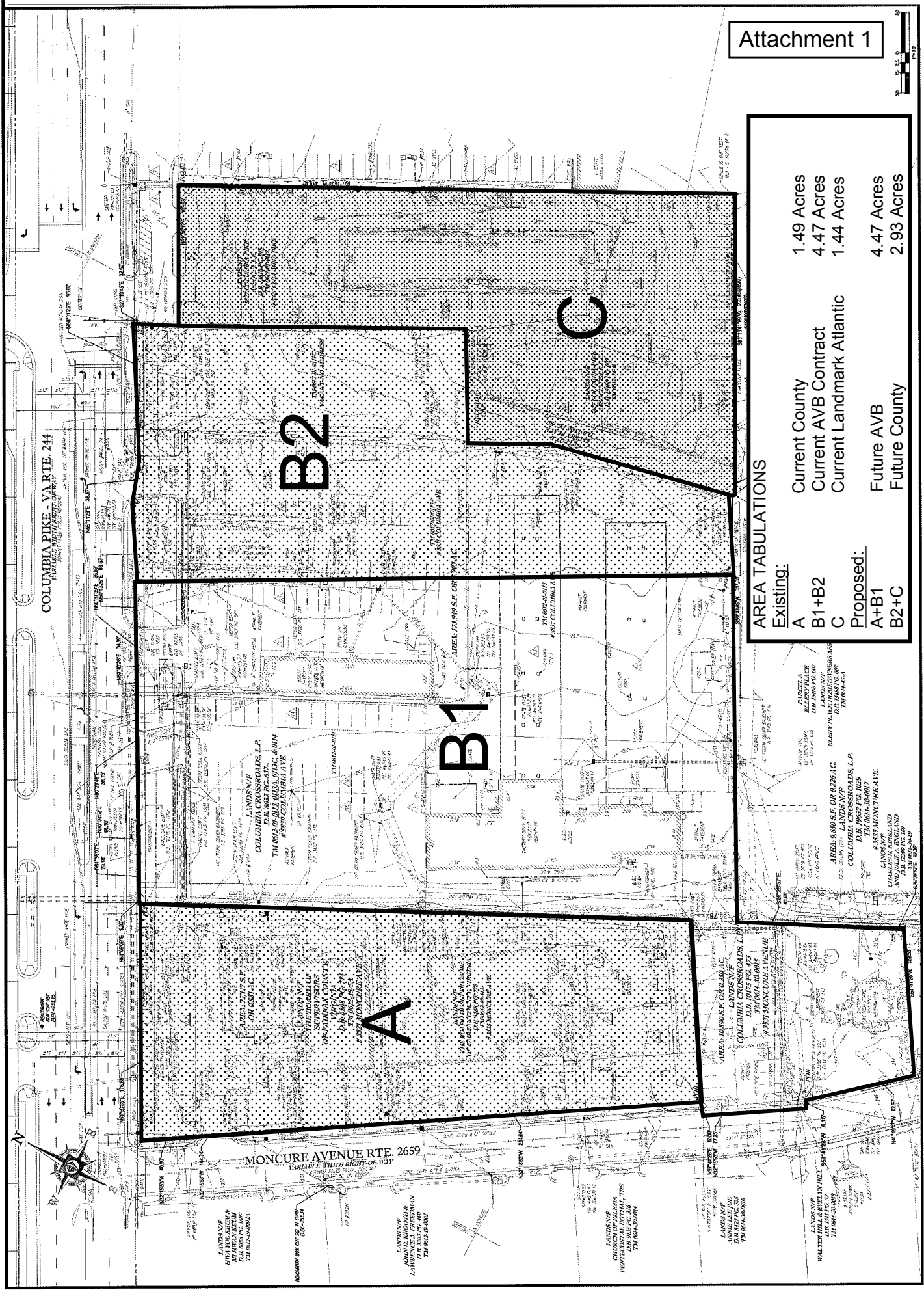
ENCLOSED DOCUMENTS:

Attachment 1: Approximate land areas of ownership on the Subject Property

The full text of the Purchase Agreement with Landmark and the REEA with AvalonBay are available online at: <http://www.fcrevite.com/SEQDocuments.pdf>

STAFF:

Robert A. Stalzer, Deputy County Executive
Alan Weiss, Office of the County Attorney
James Patterson, Department of Public Works and Environmental Services
Barbara Byron, Office of Community Revitalization
Katayoon Shaya, Department of Public Works and Environmental Services
Tracy Strunk, Office of Community Revitalization



AREA TABULATIONS

Existing:

A	1.49 Acres
B1+B2	4.47 Acres
C	1.44 Acres
Proposed:	
A+B1	4.47 Acres
B2+C	2.93 Acres

Current County
Current AVB Contract
Current Landmark Atlantic

Future AVB
Future County

Board Agenda Item
February 16, 2016

3:30 p.m.

Decision Only on SE 2015-MV-003 (First Years Learning Center LLC / Claudia Tramontana) to Permit a Home Child Care Facility, Located on Approximately 10,488 Square Feet of Land Zoned PDH-2 (Mount Vernon District)

This property is located at 6614 Winstead Manor Court, Lorton, 22079. Tax Map 99-2 ((17)) 34.

On June 23, 2015, the Board of Supervisors deferred this public hearing to July 28, 2015, at 3:00 p.m.; and then was deferred to September 22, 2015 at 3:00 p.m.; and, then was deferred to October 6, 2015 at 3:00 p.m.; and then deferred to October 20, 2015 at 5:30 p.m.; and once again was deferred to January 12, 2016; at which time it was deferred to February 2, 2016 at 4:30 p.m.; and on February 2, 2016 decision only was deferred to February 16, 2016 at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, July 22, 2015, the Planning Commission voted 10-0 (Commissioners Lawrence and Migliaccio were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2015-MV-003, subject to the development conditions dated July 21, 2015.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4488469.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mary Ann Tsai, Planner, DPZ

SE 2015-MV-003 - FIRST YEARS LEARNING CENTER LLC/CLAUDIA TRAMONTANA

During Commission Matters

Commissioner Flanagan: Mr. Chairman. I have a decision only tonight, SE 2015-MV-003 First Years Learning Center, and I request that the applicant, come forward to the lectern and confirm for the record, agreement to the proposed development conditions now dated July 21, 2015, with two changes – recent changes - to the conditions and with the inclusion of the following language to condition one, which restricts the special exception approval to the applicant only. Do you agree with the conditions?

Lawrence McClafferty, Applicant's Agent, McCandlish & Lillard, PC: Mr. Flanagan and Mr. Chairman and members of the Commission, we hereby agree with that additional condition.

Commissioner Flanagan: Thank you.

Chairman Murphy: Sir, identify yourself for the record please, just to make it –

Mr. McClafferty: Lawrence McClafferty, of McCandlish & Lillard, here on behalf of the applicant, First Years Learning Center, LLC and Claudia Tramontana.

Chairman Murphy: Thank you very much, Mr. Flanagan.

Commissioner Flanagan: The conditions, are we on – verbatim?

Chairman Murphy: Yes.

Commissioner Flanagan: - okay, the conditions, number one that I refer to, was passed out to all the Commissioners in the handouts so you should all have that text, I will repeat it here. But based upon public testimony not previously available to staff and the applicant's willingness to achieve neighborhood harmony by amending staff's conditions so as to improve pipestem traffic and parking by eventually reducing the number of children on the site from 12 to 9. Second, improve playground safety by adding play equipment ground cover and fencing as recommended by Commissioners Strandlie and Hedetniemi and limiting the SE to the applicant rather than the site, as we are doing this evening. I therefore Mr. Chairman, MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2015-MV-003, SUBJECT TO THE DEVELOPMENT CONDITIONS NOW DATED JULY 21, 2015.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger.

Commissioner Sargeant: Mr. Chairman.

Chairman Murphy: Is there a discussion of the motion?

Commissioner Sargeant: Mr. Chairman.

Chairman Murphy: Mr. Sargeant.

Commissioner Sargeant: I was not present for the public hearing however, I have reviewed the information and also the video recording of the public testimony and I intend to vote.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2015-MV-003, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(The motion carried by a vote of 10-0. Commissioner Lawrence and Migliaccio absent from the meeting.)

TMW

Board Agenda Item
February 16, 2016

3:30 p.m.

Public Hearing on SE 2014-PR-018 (Beyer 1 Limited Liability Company) to Permit Vehicle Storage Associated with Vehicle Sales, Rental, and Ancillary Establishment, and a Waiver of the Minimum Open Space Requirements, Located on Approximately 1.25 Acres of Land Zoned C-8 and I-5, HC (Providence District) (Concurrent with RZ 2015-PR-016).

This property is located at 7113 and 7117 Shreve Road, and 118 Gordons Road, Falls Church, 22046. Tax Map 40-3 ((12)) 8A, 11, and 13.

and

Public Hearing on RZ 2015-PR-016 (Beyer 1 Limited Liability Company) to Rezone from I-5, HC to C-8, HC to Permit Vehicle Storage with an Overall Floor Area Ratio of 0.01, Located on Approximately 4,154 Square Feet of Land (Providence District) (Concurrent with SE 2014-PR-018)

This property is located South East of the intersection of Shreve Road and Leesburg Pike, on Gordons Road, Falls Church 22046. Tax Map 40-3 ((12)) 8A.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, January 13, 2015, the Planning Commission voted 9-0-1 (Commissioner Keys-Gamarra abstained; Commissioner Hurley was not present for the vote; and Commissioner Migliaccio was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2015-PR-016, subject to the proffers consistent with those dated December 29, 2015;
- Approval of SE 2014-PR-018, subject to the Development Conditions dated December 29, 2015;
- Approval of a waiver of the minimum open space requirement in the C-8 District to 5 percent as shown on the GDP/SE Plat;
- Approval of a modification of the barrier requirements along a portion of Shreve Road to that shown the GDP/SE Plat; and
- Approval of a modification of the peripheral parking lot landscaping requirement for all yards to that shown on the GDP/SE Plat.

Board Agenda Item
February 16, 2016

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://dsnet.fairfaxcounty.gov/ldsnet/ldsdf/4511115.pdf>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Casey Gresham, Planner, DPZ

RZ 2015-PR-016/SE 2014-PR-018 – BEYER I, LLC

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed, Mr. Lawrence.

Commissioner Lawrence: Thank you, Mr. Chairman. I have a couple motions to make and then I would like a moment off of verbatim after I finish with that for compliments, as a matter of fact. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE RZ 2015-PR-016, SUBJECT TO THE PROFFERS CONSISTENT WITH THOSE DATED DECEMBER 29TH, 2015.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2015-PR-016, say aye.

Commissioners: Aye.

Commissioner Keys-Gamarra: Abstain.

Chairman Murphy: Opposed? Motion carries. Ms. Keys-Gamarra abstains. I'm going to get this.

Commissioner Lawrence: Secondly, Mr. Chairman, I move – I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE SE 2014-PR-016 (sic), SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED DECEMBER 29TH, 2015.

Cathy Lewis, Zoning Evaluation Division, Department of Planning and Zoning: I'm sorry, Mr. Lawrence, it's -018.

Commissioner Lawrence: -018, sorry.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-PR-018, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Same abstention, motion carries.

Commissioner Lawrence: Finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE WAIVERS AND MODIFICATIONS, PROVIDED UNDER A SEPARATE ATTACHMENT AND DATED DECEMBER 29TH, 2015, AND AS NOTED IN THE STAFF REPORT.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve the waivers articulated by Mr. Lawrence, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries, same abstention.

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(The motion carried by a vote of 9-0-1. Commissioner Keys-Gamarra abstained. Commissioner Hurley was not present for the vote. Commissioner Migliaccio was absent from the meeting.)

TMW

Board Agenda Item
February 16, 2016

To be deferred

3:30 p.m.

Public Hearing on SE 2015-SP-023 (Cellco Partnership D/B/A Verizon Wireless; Little League Inc. Fairfax) to Permit a Telecommunications Facility, Located on Approximately 4.86 Acres of Land Zoned R-C, WS (Springfield District)

This property is located at 12601 Braddock Road, Fairfax, 22030. Tax Map 66-2 ((3)) 2.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission public hearing was held on January 21, 2016 and the Decision was deferred to February 25, 2016. The Commission's recommendation will be forwarded to the Board of Supervisors subsequent to that date.

ENCLOSED DOCUMENTS:

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Megan Duca, Planner, DPZ

Board Agenda Item
February 16, 2016

3:30 p.m.

Public Hearing on SE 2015-DR-028 (Metropolitan Washington Airports Authority (MWA) and the Virginia Department of Rail and Public Transportation on Behalf of the Washington Metropolitan Area Transit Authority and the Board of Supervisor of Fairfax County, Virginia) to Permit Electrically-Powered Regional Rail Transit Facilities, Located on Approximately 2.31 Acres of Land Zoned I-4 (Dranesville District)

This property is located at 2205 Rock Hill Road, Herndon, 20170. Tax Map 15-2 ((1)) 17 (part).

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, February 3, 2016, the Planning Commission voted 10-0 (Commissioners Flanagan and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2015-DR-028, subject to the Development Conditions dated January 19, 2016;
- Approval of a modification of the transitional screening and barrier requirements to the south and east in favor of the landscape treatments depicted on the SE Plat and as conditioned; and
- Direct the Director of the Department of Public Works and Environmental Services to permit a deviation from the Tree Preservation Target Percentage in favor of the proposed landscaping shown on the SE Plat.

In a related action, On Wednesday, February 3, 2016, the Planning Commission voted 10-0 (Commissioners Flanagan and Sargeant were absent from the meeting) to approve 2232-D15-14. The Planning Commission concurred with staff's conclusion that the proposed application satisfies the criteria of location, character, and extent, as specified in Section 15.2-2232 of the Code of Virginia, as amended and is substantially in accord with the provisions of the adopted Comprehensive Plan.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4513144.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
William O'Donnell, Planner, DPZ

SE 2015-DR-028/2232-D15-14 – METROPOLITAN WASHINGTON AIRPORTS
AUTHORITY (MWAA) AND THE VIRGINIA DEPARTMENT OF RAIL AND PUBLIC
TRANSPORTATION o/b/o THE WASHINGTON AREA TRANSIT AUTHORITY AND THE
BOARD OF SUPERVISORS OF FAIRFAX COUNTY

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Mr. Ulfelder.

Commissioner Ulfelder: Thank you, Mr. Chairman. I believe this is the last station – one more? Okay, south – one more. With that, Mr. Chairman, I request – would the – could the applicant representative please come forward? Thanks. Would you confirm for the record agreement to the proposed development conditions now dated January 19th, 2016?

Noah Klein, Esquire, Applicant's Agent, Odin, Feldman & Pittleman, PC: We are agreed.

Commissioner Ulfelder: Okay, thank you. Mr. Chairman, I CONCUR WITH STAFF'S CONCLUSION THAT THE PROPOSED ELECTRICALLY-POWERED REGIONALLY RAIL TRANSIT FACILITY SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AS AMENDED. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION FIND 2232-D15-14 SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioners Migliaccio and Lawrence: Second.

Chairman Murphy: Seconded by Mr. Migliaccio and Mr. Lawrence. Is there a discussion? All those in favor of the motion to approve 2232-D15-14, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Ulfelder.

Commissioner Ulfelder: Thank you. I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2015-DR-028, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED JANUARY 19TH, 2016.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2015-DR-028, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Ulfelder: I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A MODIFICATION OF THE TRANSITIONAL SCREENING AND BARRIER REQUIREMENTS TO THE SOUTH AND EAST IN FAVOR OF THE LANDSCAPE TREATMENTS DEPICTED ON THE SE PLAT AND AS CONDITIONED.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Ulfelder: I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND THE BOARD OF SUPERVISORS TO DIRECT TO THE DIRECTOR OF DPWES TO PERMIT A DEVIATION FROM THE TREE PRESERVATION TARGET PERCENTAGE IN FAVOR OF THE PROPOSED LANDSCAPING SHOWN ON THE SE PLAT.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(Each motion carried by a vote of 10-0. Commissioners Flanagan and Sargeant were absent from the meeting.)

JLC

Board Agenda Item
February 16, 2016

To be deferred

3:30 p.m.

Public Hearing on PCA 2011-PR-023/CDPA 2011-PR-023 (Cityline Partners LLC) to Amend the Proffers and the Conceptual Development Plan Associated with RZ 2011-PR-023, Previously Approved for Mixed-Use Development (Hotel and Retail), to Permit Mixed-Use Development (Multi-Family Residential and Retail) and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 3.09, Located on Approximately 2.0 Acres of Land Zoned PTC (Providence District)

This property is located on the South side of Westpark Drive, at its intersection with Jones Branch Drive. Tax Map 29-4 ((7)) 2A.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission public hearing was held on February 4, 2016, and the Commission deferred the decision to February 17, 2016. The Commission's recommendation will be forwarded to the Board of Supervisors subsequent to that date.

ENCLOSED DOCUMENTS:

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Suzanne Wright, Planner, DPZ

Board Agenda Item
February 16, 2016

3:30 p.m.

Public Hearing on PCA 2009-HM-017 (Fairfax County Board of Supervisors) to Amend the Proffers and Conceptual Development Plan for RZ 2009-HM-017 Previously Approved for Transit Oriented Mixed-Use Development to Permit Modifications to Proffers and Site Design with No Change to the Approved Overall Floor Area Ratio of 3.05, Including Bonus Density with Associated Workforce Housing, Located on Approximately 5.52 Acres of Land Zoned PRM (Dranesville District)

This property is located on the South side of Dulles Toll Road, West of Dulles Station Boulevard. Tax Map 15-2 ((1)) 13A (part) and 15-4 ((5)) 5B (part).

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, February 3, 2016, the Planning Commission voted 10-0 (Commissioners Flanagan and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 2009-HM-017 and the associated Conceptual Development Plan Amendment, subject to Proffers dated January 27, 2016;
- Approval of a modification of the loading requirement in favor of the loading spaces depicted on the CDP/FDP;
- Direct the Director of DPWES to permit a deviation from the tree preservation target percentage in favor of the proposed landscaping shown on the CDP/FDP and as proffered;
- Approval of a modification of the Use Limitations on Corner Lots in Section 2-505 of the Zoning Ordinance to permit the proposed building, landscaping and sign locations within the Zoning Ordinance sight triangles formed by the streets along the corner lot as shown on the CDP/FDP and as proffered;
- Approval of a waiver of the location of the underground stormwater management facilities in a residential area (PFM Section 6-0303.8), subject to Waiver #6848-WPFM 005-1, dated April 10, 2014;
- Approval of a modification of the peripheral lot landscaping and screening requirements in favor of that shown on the CDP/FDP as proffered and conditioned;
- Approval of a modification of the private street limitations of Section 11-302 of Zoning Ordinance; and

Board Agenda Item
February 16, 2016

- Approval of a modification of PFM Standard 12-0702.1B2 to permit the reduction of the minimum planting width requirement from eight feet as shown on the CDP/FDP and described in the proffers.

In a related action, on Wednesday, February 3, 2016, the Planning Commission voted 10-0 (Commissioners Flanagan and Sargeant were absent from the meeting) to approve FDPA 2009-HM-017, subject to the Board of Supervisors' approval of the concurrent proffered Condition Amendment.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4510589.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
William O'Donnell, Planner, DPZ

PCA/FDPA 2009-HM-017 – FAIRFAX COUNTY BOARD OF SUPERVISORS (Dranesville District)

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Mr. Ulfelder.

Commissioner Ulfelder: Thank you, Mr. Chairman. There's a reason why this area is the Rocks Development, this site. And it's been well-known and I'm glad that they were able to, through the engineering process, to really come up with a solution to do this. We're only talking about a 12-foot increase in height overall for the building – for the garage. And this is in a very important feature of this – this area as it further develops in connection with the Metro Silver Line and the transit-oriented development plans for this area. So with that, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF PCA 2009-HM-017 AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN AMENDMENT, SUBJECT TO PROFFERS DATED JANUARY 27TH, 2016.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 2009-HM-017, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Ulfelder.

Commissioner Ulfelder: I MOVE THAT THE PLANNING COMMISSION APPROVE FDPA 2009-HM-017, SUBJECT TO THE BOARD'S APPROVAL OF THE CONCURRENT PROFFERED CONDITION AMENDMENT APPLICATION.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Is there a discussion of that motion? All those in favor of the motion to approve FDPA 2009-HM-017, subject to the Board's approval of the PCA, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Ulfelder: I MOVE THAT THE PLANNING COMMISSION RECOMMEND A REAFFIRMATION OF THE LIST OF PREVIOUSLY APPROVED MODIFICATIONS AND WAIVERS NOW DATED FEBRUARY 3RD, 2016, THAT WERE PROVIDED TO YOU

TODAY AND FURTHER DISCUSSED IN THE STAFF REPORT. THIS LIST SHALL BE MADE PART OF THE RECORD OF THIS CASE.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Is there a discussion of the motion? All those in favor of the motion as articulated by Mr. Ulfelder, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(Each motion carried by a vote of 10-0. Commissioners Flanagan and Sargeant were absent from the meeting.)

JLC

Board Agenda Item
February 16, 2016

4:00 p.m.

Public Hearing on SE 2015-SU-014 (Debra E. Goodman T/A Wee Tender Care) to Permit a Home Child Care Facility, Located on Approximately 10,034 Square Feet of Land Zoned PDH-2, WS (Sully District)

This property is located at 13565 Melville Lane, Chantilly, 20151. Tax Map 55-1 ((9)) 706.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, January 14, 2016, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to recommend to the Board of Supervisors approval of SE 2015-SU-014, subject to Development Conditions dated November 24, 2015.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4508274.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Sharon Williams, Planner, DPZ

SE 2015-SU-014 – DEBRA E. GOODMAN t/a WEE TENDER CARE

After Close of the Public Hearing

Chairman Murphy: The public hearing is closed; recognize Ms. Keys-Gamarra.

Commissioner Keys-Gamarra: Okay, can I have you confirm on the record your agreement to the development conditions dated November 24th, 2015?

Mr. Goodman, Applicant/Title Owner: We agree.

Commissioner Keys-Gamarra: Okay, and that – I MOVE THAT THE PLANNING COMMISSION APPROVE SE 2015-SU-014, SUBJECT TO PROPOSED DEVELOPMENT CONDITIONS DATED NOVEMBER 24TH, 2015. The applicant requests approval to operate a home child care for up to 12 children and up to 2 assistants in a single-family detached dwelling.

Chairman Murphy: You just want to amend that motion to recommend to the Board of Supervisors that it approve, okay? Without objection, all those in favor of the motion –

Commissioner Lawrence: Second.

Chairman Murphy: – to recommend to the Board of – what?

Commissioner Lawrence: Second the motion.

Chairman Murphy: Okay. All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2015-SU-014, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

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(The motion carried by a vote of 11-0. Commissioner Migliaccio was absent from the meeting.)

JLC

Board Agenda Item
February 16, 2016

4:00 p.m.

Public Hearing on PCA 78-P-130-02/CDPA 78-P-130-03 (Copt Fairview, LLC) to Amend the Proffers and Conceptual Development Plan for RZ 78-P-130 Previously Approved for a Commercial Development, to Permit an Office Development and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.29, Located on Approximately 6.09 Acres of Land Zoned PDC (Providence District)

This property is located on the W. side of Fairview Park Dr., Falls Church, 22042. Tax Map 49-4 ((1)) 72.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, January 14, 2016, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to recommend to the Board of Supervisors Approval of PCA 78-P-130-02 and the associated CDPA 78-P-130-03, subject to the execution of the proffer consistent with that dated December 14, 2015, as amended.

In a related action, on January 14, 2016, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to approve FDPA 78-P-130-09, subject to the Development Conditions dated December 30, 2015, and the Board of Supervisors approval of PCA 78-P-130-02 and the associated Conceptual Development Plan Amendment.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4511212.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ),
Carmon Bishop, Planner, DPZ

PCA 78-P-130-02/FDPA 78-P-130-09/CDPA 78-P-130-03 – COPT FAIRVIEW, LLC

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Mr. Lawrence, please.

Commissioner Lawrence: Thank you, Mr. Chairman. Mr. Chairman, I move – in three motions – that the Planning Commission – actually, it's two motions. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PCA 78-P-130-02 AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN AMENDMENT, CDPA 78-P-130-03, SUBJECT TO THE EXECUTION OF THE PROFFER CONSISTENT WITH THAT DATED DECEMBER 14TH, AS AMENDED THIS EVENING.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 78-P-130-02 and CDPA 78-P-130-03, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Lawrence.

Commissioner Lawrence: And finally, I MOVE THAT THE PLANNING COMMISSION APPROVE FDPA 78-P-130-09, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED December 20th – DECEMBER 30TH, 2015, AND THE BOARD OF SUPERVISORS' APPROVAL OF PCA 78-P-130-02 AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN AMENDMENT.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Discussion of that motion? All those in favor of the motion to approve FDPA 78-P-130-09, subject to the Board's approval of the PCA, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

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(Each motion carried by a vote of 11-0. Commissioner Migliaccio was absent from the meeting.)

JLC

Board Agenda Item
February 16, 2016

4:00 p.m.

Public Comment from Fairfax County Citizens and Businesses on Issues of Concern